Confidential

THE REPUBLIC OF UNION OF MYANMAR

FOREIGN INVESTMENT

PROPOSAL

FOR

SAR TAW KAL NISSIN COMPANY LIMITED

MANUFACTURING AND DISTRIBUTION

OF

INSTANT NOODLES

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: October 2016

Dear Sir

RE: MIC Application for Instant Noodle Factory Project

We are respectfully seeking your permission to establish a joint venture company in Myanmar for Manufacturing and Distribution of world-class instant noodles. This new company will be a joint venture between Lluvia Limited (a company registered in Myanmar) and Nissin Food Holdings (a company from Japan). By way of re-introduction, Lluvia Limited is a joint venture company between Diamond Star Company Limited (85%) and Mitsubishi Food Holdings Limited (15%) and known for products such as Premier™ coffee and Diamond Star™ wheat flour. Lluvia will be forming a joint venture company with Nissin Food Holdings Company, who is an internationally known for producing high quality instant noodle products.

The JV Company, called the "Sar Taw Kal Nissin Company Limited", shall produce instant noodles specially formulated for the taste of the Myanmar consumer. The company will use top-quality fully automated noodle machines (see attachments) to achieve this target. The Company will create jobs for 67 local employees and 4 foreign employees directly when the company is first established. In the future, the Company intends to create additional local employment for about 297 local employees. In addition to the jobs at the factory, the Company will also indirectly create jobs in distribution and retail of the finished products.

The consumers in Myanmar will also be positively impacted by introduction of high-quality instant noodles as they will have more consumption choices. The products will be specially formulated with the taste of the Myanmar consumers in mind and will be produced in Myanmar. We anticipate that the Myanmar consumers will welcome our products in the market.

Please do not hesitate to contact us if you require further explanation or additional information. We respectfully request approval from MIC so that we may start this project and contribute to the growth of Myanmar.

Best Regards,

Daw Aye Sandar Lwin
Director
For and on behalf of
Sar Taw Kal Nissin Company Limited

Form (1)

Proposal Form of Investor/Promoter for the investment to be made in the Republic of the Union of Myanmar

To,

Chairman

Myanmar Investment Commission

Reference No. -

Date: 10th October 2016

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars:-

1. The Investor's or Promoter's:-
   - (a) Name .... DAW AYE SANDAR LWIN ....
   - (b) Father's name .... U TINT LWIN ....
   - (c) ID No./National Registration Card No./Passport No. .... 12/ OU KA MA (NAING) 013755 ....
   - (d) Citizenship .... MYANMAR ....
   - (e) Address:
     - (i) Address in Myanmar .... NO. 383, THUNADAR 9TH ST., QUARTER, NORTH OKKALAPA TSP, YANGON ....
     - (ii) Residence abroad .... - ....
   - (f) Name of Principle Organization .... LLUVIA LIMITED ....
   - (g) Type of Business .... MANUFACTURING & DISTRIBUTION ....
   - (h) Principle company's address: .... NO.126/A, KABAR AYE PAGODA ROAD, BAHAN TSP., YANGON ....

2. If the investment business is formed under Joint Venture, partners':-
   - (a) Name .... NISSIN FOODS HOLDINGS CO., LTD. ....
   - (b) Father's name ....
   - (c) Company Registration Number .... 1200-01-057574 ....
   - (d) Citizenship .... JAPAN ....
   - (e) Address: ....
     - (i) Address in Myanmar ....
     - (ii) Residence abroad .... SHINJUKU 6-28-1 SHINJUKU-KU TOKYO, JAPAN ....

(f) Parent company ....

(g) Type of business FOOD MANUFACTURING

(h) Parent company's address: SHINJUKU 6-28-1 SHINJUKU-KU TOKYO, JAPAN

....

Remark: The following documents need to attach according to the above paragraph (1) and (2):-

(1) Company registration Certificate (copy);

(2) National Registration Card (copy) and passport (copy);

(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

3. Type of proposed investment business:-

Manufacturing and Distribution of Instant Noodles

(a) Manufacturing (အသင့်စား ခေါက်ဆွဲ ထုတ်လုပ်ခြင်းနှင့် ဖြန့်ဖြူးရောင်းချခြင်း လုပ်ငန်း)

(b) Service business related with manufacturing -

....

(c) Service -

(d) Others -

Remark: Expressions about the nature of business with regard to the above paragraph (3)

4. Type of business organization to be formed:-

(a) One hundred percent -

(b) Joint Venture:

(i) Foreigner and citizen Sar Taw Kal Nissin Company Limited

....

(ii) Foreigner and Government department/organization -

....

(c) By Contract based:

(i) Foreigner and citizen ....

(ii) Foreigner and Government department/organization -

....

Remark: The following information needs to attach for the above Paragraph (4):-

(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors;

(ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State;

(iii) Contract (Agreement) (Draft)

5. Information related to Company incorporation

(a) Authorized capital .... 7.083 million USD 7,083,333 ....

(b) Type of Share .... Ordinary Shares ....

(c) Number of Shares .... 7,083,333 shares 1USD per share ....

....

Remark: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars relating to capital of the investment business

1 USD = 1200 Ks	USD		
(a) Amount/percentage of local capital to be contributed	6,021,541	(Lluvia)	85.01%
(b) Amount/percentage of foreign capital to be brought in	1,061,792	(Nissin)	14.99%
Total	7,083,333		100.00%

(c) (Annually/period) of proposed capital to be brought in

.... Within 2 years (After MIC Permit) ....

(d) Last date of capital brought in

.... Within 2 years (After MIC Permit) ....

(e) Proposed duration of investment .... (50 + 10 + 10) years ....

(f) Commencement date of construction .... After MIC Permit ....

(g) Construction period .... 8 Months ....

Remark: Describe with annexure if it is required for the above Para 6 (c)

7. Detail list of foreign capital to be brought in –

		Foreign Currency (USD)	Equivalent Kyat (Million)
(a)	Foreign currency (Type and amount)	1,061,792	
(b)	Machinery and equipment and value (to enclose detail list)		
(c)	List of initial Raw Materials and value (to enclose detail list)		
(d)	Value of license, intellectual property, industrial design, trade mark, patent rights, etc.		
(e)	Value of technical know-how		
(f)	Others		
	Total	1,061,792	

Remark: The evidence of permission shall be submitted for the above para 7 (d) and (e).

8. Detail list of Paid up capital to be brought in from Local -

		USD
(a)	Amount	1,830,069.64/-
(b)	Value of machinery and equipments (Foreign) (to enclose detail list)	2,694,069/-
(c)	Value of machinery and equipments (Local) (to enclose detail list)	415,050/-
(d)	Rental rate for building/land	191,602.36/- (Per Year)
(e)	Cost of Renovation	59,500/-
(f)	Value of furniture and assets (to enclose detail list)	664,583/-
(g)	Value of initial raw material requirement (to enclose detail list)	166,667/-

(h) Others ....

Total 6,021,541

9. Particulars about the investment business -

(a) Investment location(s)/place No. (136), Industrial Zone (1), Hlaing TharYar Zone, Hlaing Thar Yar Township, Yagon Division.

(b) Type and area requirement for land or land and building

(i) Location No. (136), Industrial Zone (1), Hlaing Thar Yar Zone, Hlaing Thar Yar Tsp, Yangon Division.

(ii) Number of land/building and area 8,057.29 Sq.m.

(iii) Owner of the land Diamond Star Company Limited

(aa) Name/company/department Diamond Star Company Limited

(bb) National Registration Card No. 165/1990-1991

(cc) Address No.256-260, Sule Pagoda Road, Kyauktadar Township,Ygn.

....

(iv) Type of land Grant Land

(v) Period of land lease contract Years

(vi) Lease period .... From After MIC Permit To ....

(vii) Lease rate Rental rate of annual square meter = 23.78 USD, Total square meter = 8,057.29 sq. m
Rental cost per annual = 191,602.36 USD

(aa) Land ....

(bb) Building Total square meter = 3233.02 sq.m

(viii) Ward Industrial Zone (1)

(ix) Township Hlaing Thar Yar Township

(x) State/Region Yangon

(xi) Lessee

(aa) Name/ Name of Company/ Department Sar Taw Kal Nissin Company Limited

(bb) Father's name -

(cc) Citizenship Myanmar

(dd) ID No./Passport No. -

(ee) Residence Address -

Remark: Following particulars have to enclosed for above Para 9 (b)

(i) to enclose land map, land ownership and ownership evidences;

(ii) draft land lease agreement, recommendation from the Union Attorney General Office if the land is related to the State;

(c) Requirement of building to be constructed;

(i) Type / number of building .... -

(ii) Area .... -

(d) Product to be produced/ Service .... Instant Noodles

(1) Name of product .... Instant Noodles

(2) Estimate amount to be produced annually 30 – 160 Million packets (First Five Years)

(3) Type of service .... -

(4) Estimate value of service annually .... -

Remark: Detail list shall be enclosed with regard to the above para 9 (d).

(e) Annual requirement of materials/ raw materials

Remark: According to the above para 9 (e) detail list of products in terms of type of products, quantity, value, technical specifications for the production shall be listed and enclosed.

(f) Production system .... High Speed Automatic Bag Instant Noodle Production Line

(g) Technology .... Fully Automatic System

(h) Sales System .... Local Market (100%)

(i) Annual fuel requirement .... 148,099 L (Diesel)

(to prescribe type and quantity)

(j) Annual electricity requirement .... 146,000 KWH

(k) Annual water requirement .... 7,490 m^3

(to prescribe daily requirement, if any)

10. Detail information about financial standing -

(a) Name/company’s name .... Lluvia Limited

(b) ID No./National Registration Card No./Passport No. .... 194 FC (2015-2016)

(c) Bank Account No. ....

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above para 10.

11. List of employment to be recruited in the investment business:-

(a) Employment from local (67) number (94) %

(b) Required Technicians and Executives from abroad (4) number (6) %
(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period)

Remark: As per para 11 the following information shall be enclosed: -

(i) Number of personnel, occupation, salary, etc;
(ii) Social security and welfare arrangements for personnel;
(iii) family accompany with foreign employee;

12. Particulars relating to economic justification: -

		Foreign Currency	**Equivalent Estimated Kyat**
(a)	Annual income	Please see attached	....
(b)	Annual expenditure	Please see attached	....
(c)	Annual net profit	Please see attached	....
(d)	Yearly investments	Please see attached	....
(e)	Recoupment period	Please see attached	....
(f)	Other benefits (to enclose detail calculations)	....	....

13. Evaluation of environmental impact:-

(a) Organization for evaluation of environmental assessment;
(b) Duration of the evaluation for environmental assessment;
(c) Compensation programme for environmental damages (draft environmental law)
(d) Water purification system and waste water treatment system;
(e) Garbage management system;
(f) System for storage of chemicals

14. Evaluation on social impact assessments;

(a) Organization for evaluation of social impact assessments;
(b) Duration of the evaluation for social impact assessments;
(c) No. of volunteers (Corporate Social Responsibility) program;

15. The above mentioned information and documents enclosed herewith this application are true and correct as per my understanding, checked by myself and submitted with signed hereunder.

Signature ....

Name Daw Aye Sandar Lwin

Designation Director

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: January 2017

Dear Sir/Madam

RE : Response to letter from MIC PAT Environmental Protection Department Dated: 2016/Dec/28 Letter No. Ma Ya Ka – 2/Na-157/2016 (966)

We confirm receipt of the above noted letter providing instructions after the PAT meeting for Sar Taw Kal Nissin MIC application. In the letter you have requested the following:

1. To reduce possibility of environmental and social harm from the project, it is necessary to fully disclose the method of production and to utilize methodologies that will cause the least harm to the environment, and as noted in the submitted proposal, to spend 2% of the net profits as CSR.

2. To provide Environmental Impact Assessment report.

3. To provide and follow Environmental Management plan.

4. To follow Environmental Protection laws, regulations, practices and directions relating to National environmental quality.

Our responses to your requests and notes are as follows.

1. We note that we have use sufficient technology to reduce environmental impact. We also undertake to spend 2% of the net profits on various Corporate Social Responsibility projects.
2. We have engaged Green Myanmar Environmental Services Company Limited to prepare a EIA report in conformance with the relevant requirements of the Environmental Impact Assessment Procedure, Ministry of Natural Resources and Environmental Conservation, Notification No. 616/2015 (29 December 2015) and the Administrative Instruction of Environmental Impact Assessment Procedure, Ministry of Natural Resources and Environmental Conservation (draft).
3. We undertake to follow the Environmental Management Plan required by laws and regulations.

4. We undertake to follow Environmental Protection laws, regulations, practices and directions relating to National environmental quality.

We trust that our responses above are satisfactory and we respectfully request your permission to start this project which will be beneficial to the Myanmar consumers and Myanmar economy.

Yours Respectfully,

Daw Aye Sandar Lwin
Director
For and on behalf of
Sar Taw Kal Nissin Company Limited

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: January 2017

Dear Sir/Madam

RE : Response to letter from the Ministry of Industry Dated: 2016/Dec/23

Letter No. 13-Sa Ma(2) 2016-2017(2521) re. MIC Application for Sar Taw Kal Nissin

We confirm receipt of the above noted letter providing instructions after the PAT meeting for Sar Taw Kal Nissin MIC application. In the letter you have requested the following:

1. Usage of electricity and boiler requires inspection prior to use.
2. 1% of the net profit will be used for fire prevention and environmental protection in accordance with the instructions from relevant authorities.
3. It is necessary to apply for Private industrial License.
4. It is necessary to obtain approval from FDA.
5. It is necessary to follow "Good Manufacturing Practice" since this relates to food production.
6. Instant noodle machinery is satisfactory but it is necessary to use "Food Grade" machinery.
7. It is necessary to provide QC equipment such as Incubator, Clean Bench, Digest and distilling apparatus for kjedahl determination.
8. Regarding raw materials, in the initial raw list includes wheat flour so it is necessary to include wheat flour in the annual raw material consumption list. Other raw materials consumption appears to be high.
9. It is recommended that raw materials available locally such as sugar, coconut oil, wheat flour, starch sugar should be sourced locally.
10. It is necessary to get FDA opinion for usage of Flavor Powder and Flavor Enhancers.

Our responses to your requests and notes are as follows.

1. Usage of electricity and boiler requires inspection prior to use.

We note your request and we will obtain necessary inspections and approval prior to use.

2. 1% of the net profit will be used for fire prevention and environmental protection in accordance with the instructions from relevant authorities.

We have invested initially provide sufficient fire prevention and environmental protection in accordance with the law. We will to continue to invest in the above as necessary to the extent required by law. We respectfully submit that this investment in fire and environmental protection should not be related to profit.

3. It is necessary to apply for Private industrial License.

We note your request and we will obtain Private industrial License.

4. It is necessary to obtain approval from FDA.

We note your request and we will obtain necessary approvals from FDA.

5. It is necessary to follow "Good Manufacturing Practice" (GMP) since this relates to food production.

We confirm that our current plan follows GMP and that we have plans to apply for GMP certificate in due course.

6. Instant noodle machinery is satisfactory but it is necessary to use "Food Grade" machinery.

We confirm that all of the relevant machinery is "Food Grade"

7. It is necessary to provide QC equipment such as Incubator, Clean Bench, Digest and distilling apparatus for kjedahl determination.

We are using other Lluvia companies to conduct quality control of our products as it is more efficient to combine the QC for multiple companies.

8. Regarding the raw materials, the initial raw list includes wheat flour so it is necessary to include wheat flour in the annual raw material consumption list. Other raw materials consumption appears to be high.

We have indicated that wheat flour is local raw material purchased in Myanmar.
Regarding the consumption other raw materials, the consumption rate is based on the current product prototype.

9. It is recommended that raw materials available locally such as sugar, palm oil, wheat flour, starch should be sourced locally.

We have revised the application to obtain sugar, palm oil, wheat flour from Myanmar. However, for starch, there is limited supply in Myanmar and the quality of starch available in Myanmar does not meet the quality standards. Therefore it is necessary to source it from abroad.

10. It is necessary to get FDA opinion for usage of Flavor Powder and Flavor Enhancers.

We note your request and we will obtain necessary approvals from FDA.

We trust that our responses above are satisfactory and we respectfully request your permission to start this project which will be beneficial to the Myanmar consumers and Myanmar economy.

Yours Respectfully,

Daw Aye Sandar Lwin
Director
For and on behalf of
Sar Taw Kal Nissin Company Limited

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: March 2017

RE : Undertaking for using "Wah Lah" as the Trademark

We, "Sar Taw Kal Nissin Company Limited" plan to operate manufacturing and distribution of instant noodles at No. (136), Industrial Zone (1), Hlaing Thar Yar Zone, Hlaing Thar Yar Township, Yagon Division for 50 years after the date of the new MIC permit, and if extensions are granted, for additional 10 + 10 years.

We confirm that we will be using "Wah Lah" as our trademark as our trademark for the product. We have applied to register the trademark.

Yours Respectfully,

Daw Aye Sandar Lwin
Director
For and on behalf of
Sar Taw Kal Nissin Company Limited

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: October 2016

RE : Application for expansion of MIC permit for Foreign Investment in the Republic of the Union of Myanmar

1. We "Sar Taw Kal Nissin Company Limited", wish to lodge an investment application under the Foreign Investment Law 2012.
2. We submit herewith our proposal together with relevant supporting documents for the MIC's Consideration.
   (a) Proposal of "Sar Taw Kal Nissin Company Limited"
   (b) Land and building Lease Agreement (Draft)
   (c) Business plan
   (d) Corporate documents of proposed shareholders.
3. We trust the above would meet your requirements and we hope that the MIC will give favorable consideration to our application and grant us the expanded Investment Permit as well as all incentives and tax reliefs as provided under the Foreign Investment Law 2012, including relief from income tax for a five year period as well as relief from import duties.
4. We shall abide by the Laws, Rules, Notifications and Regulations of the Republic of the Union of Myanmar with due regard for the development of the Republic of the Union of Myanmar.
5. We look forward to your favorable consideration and approval of application to expand the permit at your earliest convenience.

Yours Respectfully,

Daw Aye Sandar Lwin
Director
For and on behalf of
Sar Taw Kal Nissin Company Limited

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: October 2016

RE: Undertaking Letter

This letter is to inform you that in accordance with the Myanmar Foreign Investment Law, we, "Sar Taw Kal Nissin Company Limited" agree to comply with our obligations under the Union Tax Law with respect to withholding and payment of income tax of employees.

Yours Respectfully,

Daw Aye Sandar Lwin
Director
For and on behalf of
Sar Taw Kal Nissin Company Limited

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: October 2016

RE : Undertaking concern with Operation Period

We, "Sar Taw Kal Nissin Company Limited" shall operate 8 hours per day, 6 days per week, or as otherwise permitted by the labor office.

Yours Respectfully,

Daw Aye Sandar Lwin
Director
For and on behalf of
Sar Taw Kal Nissin Company Limited

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: October 2016

RE : Evidence of Fire Hazard Prevention

With regard to the above matter, we "Sar Taw Kal Nissin Company Limited" shall implement international standards in manufacturing of instant noodles. Our company will be undertaking manufacturing and distribution of instant noodles and for this purpose we have applied for the approval of the Myanmar Investment Commission in accordance with the *Myanmar Foreign Investment Law* (2012).

To prevent fire hazards, we plan to conduct the following activities.

1. We will take measures for the prevention of fires in the workplace. We are very much aware of the fire hazards and intend to specify our factory with (reinforced concrete) and install modern fire extinguishers as necessary.
2. We will conduct trainings regularly to educate the staff of fire safety information.
3. We will set up Alarm systems for the machines to detect operational malfunctions as well as to detect smoke and fire in the factory.
4. We will practice emergency drills regularly to train our workers.
5. We will provide fire hydrants around the compound to be used in case of fire. We will ensure that the fire hydrants have access to water.
6. We will collect and dispose the waste from the factory to prevent fire breakout.
7. We will provide emergency exits within the factory compound and install visible signage.
8. There will be no smoking in the premises of the building.
9. We intend to implement cautions against the dangers of electrical shock and misuse of electrical instruments as well.

Yours Respectfully,

Daw Aye Sandar Lwin
Director
For and on behalf of
Sar Taw Kal Nissin Company Limited

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: October 2016

RE: Protection of Environment

We, "Sar Taw Kal Nissin Company Limited" will be responsible for the protection as well as preservation of the environment in and around the area of the project site. We will be able to control pollution of air, water and land, and will ensure that there is no environment degradation.

In the terms of segregating waste products, sharp waste, infectious waste and general waste, these are collected and disposed separately and properly according to WHO Standard guidelines.

We will also abide by standards set by the Myanmar regulatory authorities with regards to treatment of sewage waste prior to releasing into the public drain system in order to prevent adverse impact to the natural water resource and environment.

Yours Respectfully,

Daw Aye Sandar Lwin
Director
For and on behalf of
Sar Taw Kal Nissin Company Limited

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: October 2016

RE: Employee's Welfare Plan

We, "Sar Taw Kal Nissin Company Limited" plans to operate manufacturing and distribution of instant noodles. We will assign 1 to 3 shifts to factory staff, based on instructions by the Township Labor Office, and ensure these staff may enjoy proper welfare standards commensurate with international labour standards. Our new employees at "Sar Taw Kal Nissin Company Limited" will enjoy all the following benefits, including:

1. Staff Transportation
The company proposes to arrange staff ferry for all employees.

2. Uniform
All employees would be supplied with uniform twice a year.

3. Purified Water & Sanitation Facilities
In addition, water purified will be installed for staff drinking water. Appropriate sanitation facilities will be installed and regular disinfection work carried out.

4. Risk Prevention
An evacuation plan will be implemented in case of emergency and this would be explained to all employees so that in case of emergency namely: earthquake, fire and other natural or manmade disasters, injury or death could be avoided.

5. Bonus
Based on the performance of the company, annual bonus will be declared and paid out to each employee before the **Myanmar New Year/Thingyan Festival.**

All the above mentioned employee benefits are the usual company practices and based on the labor law of the country, other benefits such as leave (sick leave, annual leave etc) would be drawn up and included in the Employees' welfare plan accordingly.

Yours Respectfully,

Daw Aye Sandar Lwin
Director
For and on behalf of
Sar Taw Kal Nissin Company Limited

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: October 2016

RE: Undertaking for CSR Program

We, "Sar Taw Kal Nissin Company Limited" shall allocate 2% of net profit for a CSR Fund to be used for CSR purposes. Our CSR objectives include Education, Healthcare, Culture, Agriculture Development, and Rural Area and Urban Area Development.

Yours Respectfully,

Daw Aye Sandar Lwin
Director
For and on behalf of
Sar Taw Kal Nissin Company Limited

Sar Taw Kal Nissin Company Limited

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: October 2016

RE : Undertaking for Electricity Consumption

We, "Sar Taw Kal Nissin Company Limited" plan to operate manufacturing and distribution of instant noodles at No. (136), Industrial Zone (1), Hlaing Thar Yar Zone, Hlaing Thar Yar Township, Yagon Division for 50 years after the date of the new MIC permit, and if extensions are granted, for additional 10 + 10 years.

We require electricity use from the national grid and we will have back-up generators in the event of power failure.

Yours Respectfully,

Daw Aye Sandar Lwin
Director
For and on behalf of
Sar Taw Kal Nissin Company Limited

Director List of Sar Taw Kal Nissin Company Limited

Sr. No	Name	Nationality, National Registration Card No. (or) Passport No.	Usual Residential Address	Post
1	Daw Aye Sandar Lwin	Myanmar 12/Ou Ka Ma (Naing) 013755	No. 383, Thunadar 9th Street, Quarter, North Okkalapa Township, Yangon.	Director
2	Mr. Lim Chong Chong	Singapore E 3213938F	No. 107A, Room (604), Kyike Wine Pagoda, Mayangone Township, Yangon.	Director
3	Mr. Hiroyuki J Arai	Japan TK 2903583	Ivory Court 21, Pun Hlaing Golf Estate, Hlaing ThaYar Township, Yangon	Director
4	Mr. Eigo Ogiwara	Japan TZ 0538641	#13-04, The Metz 83 Devonshire Road, Singapore 239864.	Director
5	Mr. Stanley Kyaw Khaing	Canadian BA 613016	No.(9), Yaw Min Gyi Street, Dagon Township, Yangon.	Director

Investment Summary

Name	Share	Investment Amount(USD)
Lluvia Ltd.	85.01%	6,021,542
Nissin Food Holdings Co., Ltd.	14.99%	1,061,792
		7,083,333

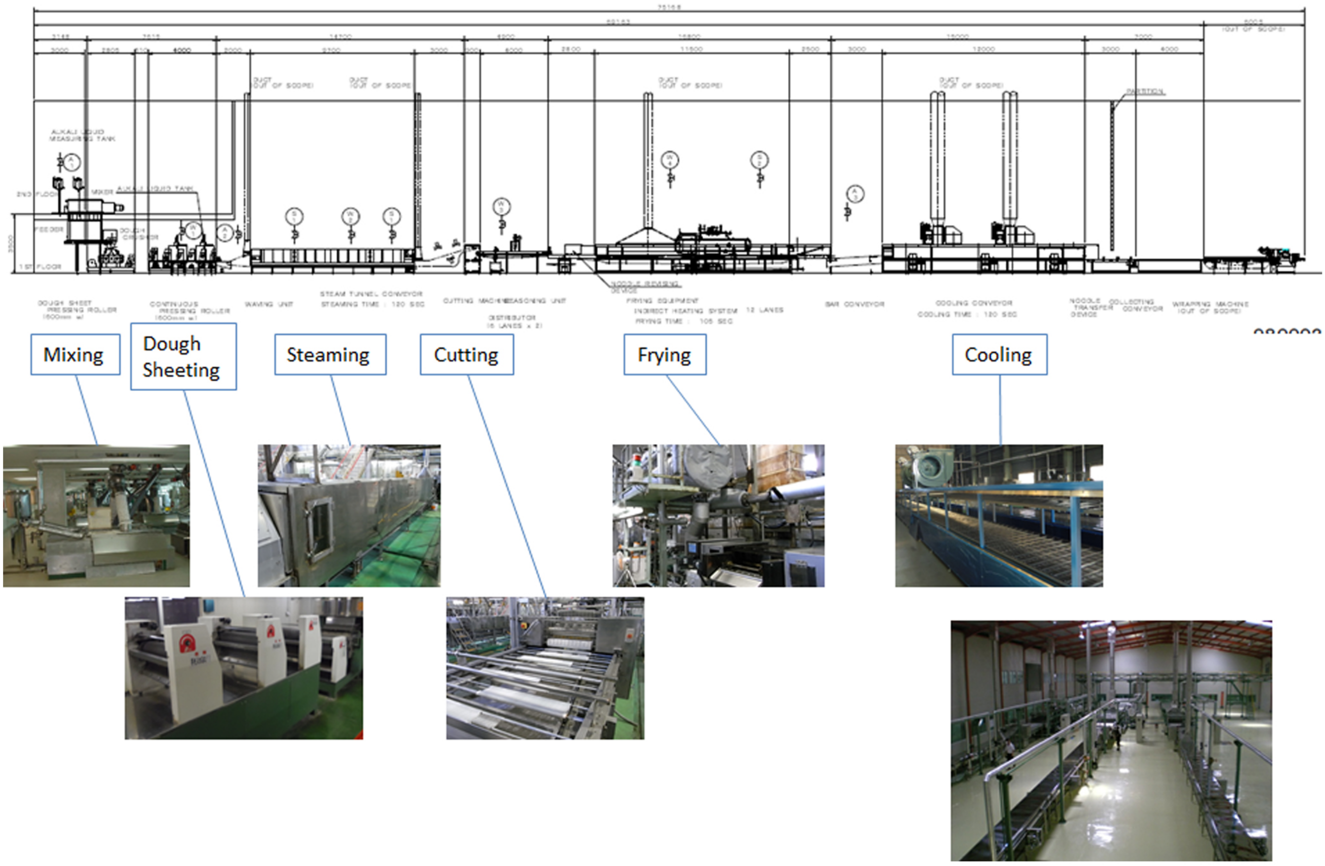
	Import Equipment List	Q'ty	Unit Price (USD)	Total Amount (USD)	Total Amount (MMK)	Machine Information
1	**Instant noodle making plant (Complete Set)** Alkali liquid tank : 2 Pcs Alkali liquid measuring tank : 1 Pc Mixer : 1 Pc Feeder : 1 Pc Dough sheet combining machine : 1 Pc Continuous pressing roller : 1 Pc Waving unit : 1 Pc Steam tunnel conveyor : 1 Pc Cutting machine : 1 Pc Distributor : 1 Pc Seasoning unit : 1 Pc Frying equipment : 1 Pc Bar conveyor : 1 Pc Cooling conveyor : 1 Pc Noodle transfer device : 1 Pc Collecting conveyor : 3 Pc Control panel & Accessories : 3 Pc	**1**	1,270,000	1,270,000	1,524,000,000	Production Capacity - 189,000 pcs./ 7hrs (450 pcs./min.)
2	**Noodle packaging machine complete sets** Model NS350 (Semi Servo Motor driven Hot Roll Printer HR41V : 3 Pc RDA Noodles feeder with two soft roller : 3 Pc Other accessories	**3**	45,000 9,000 24,000 19,000	253,000	303,600,000	Power Source - Electricity 400 VAC (with +/- 10%) Production Capactiy - 150 -160 packs/min
3	**Powder soup packaging machine complete set** MAIN MACHINE WITH ACCESSORIES	**4**	24,525	98,100	117,720,000	Power - 3 phase, 200 VAC Model - MC 101 Production Capacity - 80 -120 bags/min Weight - Approx 300 kg
4	**Oil soup packaging machine complete set** MAIN MACHINE WITH ACCESSORIES	**3**	57,367	172,100	206,520,000	Power - 3 phase, 200 VAC Model - MR 300 Production Capacity - 100 - 200 packs/min Weight - 750 kg
5	**Powder blender complete set**	**2**	11,175	22,350	26,820,000	Power Transmission - Through 'V' belt-pulley arrangement Service - Blending of dry granules/ powder Duty - Batch Type Production Capacity - 250 kg/hour
6	**Oil blender complete set**	**1**	25,000	25,000	30,000,000	Function - Holding and mixing of Spice Oil Code - Built as per Good Engineering Practice and to comply cGMP Production Capacity - 1500 Ltr/ working
7	**Steam flow meter complete set**	**1**	7,000	7,000	8,400,000	Electric Conduit - G1/2, TIIS Flame-Proof Packing Type Cable Adapter (2 pcs) Model - MVC31A-4VXX-FUP1T1-N2
8	**Boiler complete set** MIURA STEAM BOILER MIURA CHEMICAL FEEDER BOILER PARTS COLORMETRY CMU-224HE : 1 Pc CARTRIDGE REAGENT CMU-H2 : 1 Pc TWISTED PAIR CABLE FOR MP1-MT1 : 100 PRESSURE TRANSUCER MP1-200C : 1 Pc	**2**	42,250	84,500	101,400,000	Power Supply - AC 380 V 50 Hz, 3 phase Power Supply Wire Diameter - 25.5 mm Power Circuit Breaker Capacity - 60 A Rated Power Consumption - 10.3 kW Product Mass - 2,530 kg Production Capacity - 2000 kg/hour
9	**CCTV** 1 Fixed Network Camera with ABF 2 IR HD Dome Network Camera(Indoor) 3 Network Disk Recorder 4 Hard Disk Extension Unit 5 YV 2.8x2.8 SA-SA 2L, 2.8~8mm, F1.2, 3 MP Vari-Focal Lens, Auto Iris	**2** **14** **1** **1** **2**	842 878 2,410 3,042 117	20,867	25,040,400	Model No. - WV-SPN 311A, WV-SFN311L Image Sensor - 1/3 MOS Supported Video Codec - H.264/JPEG Max Resolution - HD (720p/1,280 x 960) Power Source

	Q'ty	Unit Price (USD)	Total Amount (USD)	Total Amount (MMK)	Machine Information
Air compressor complete set Screw Compressor : 1 Pcs Air Dryer Air Receiver Tank Air Filter (3m) Air Filter (1m) Air Filter (0.01m)	**1**	11,352	11,352	13,622,400	Operation Pressure - 7.0 kg/cm2C Pressure Contral Method - Inverter Motor Speed - 1440 - 3600 rpm Horsepower - 22/30 KW/HP Lubricating Water Volumne - 27 L Net Weight - 850 kg Free Air Delivery - 3.5 m3/min
Sachet Dispenser/Soup Feeder complete set KD-920//SACHET DISPENSER MAIN BODY// OVER HEAD CONVEYOR : 6SETS PU-3//PITCH DETECTION SENSOR// BRAKE UNIT NOODLE DETECTION SENSOR// ENCODER// FD-211//THE CONVEOR FOR SACHETS SUPPLIED FROM 2F// ACCESSORIES & DOCUMENTS	**6**	26,833	161,000	193,200,000	Power - AC200V 50/60 Hz Single phase 0.5 kVA Equipment Dimension - W320 x H420 x D500 mm * Main Body Weight - Approx. 45 kg (with feed unit: approx. 53 kg) *Main Body Production Capacity - 150-160 packs/min
Pouch Loader complete set KE-354//SACHEST FOLDING MACHINE POOL BOX ACCESSORIES & DOCUMENTS	**7**	18,700	130,900	157,080,000	Power - AC200/220V, 50/60 Hz, Single Phase, 1.0kVA Weight - Approx. 80 kg Production Capacity - 150 packs/min
Metal Detector Combination Checkweigher, Metal Detector complete set KWS5206BF3D CHECHWEIGHER KW4806BF REJECTOR KDB3008AHF METAL DETECTOR KW483DW REJECTOR	**3**	16,700 3,400 11,200 1,000	96,900	116,280,000	Model - KDB3008AHF, KWS5206BF06 Weight - 76 kg, 60 kg Production Capacity - 150 packs/min
Waste Water Treatment System complete set Waste water treatment unit : 1 pcs Screen box : 1 pcs Sewage pit pump : 2 pcs Sewage pit level switch : 1 pcs Sewage pit control panel : 1 pcs Neutralization unit : 1 pcs Aeration blower : 2 pcs Waste water teatment plant control panel : 1 pcs	**1**	201,000	201,000	241,200,000	Total Capacity - 39.4 m3/d
Oil Filter complete set	**1**	**30,000**	**30,000**	36,000,000	Model - AF360-30 Liquid - Edible Oil
Diesel Generating complete set	**1**	**110,000**	**110,000**	132,000,000	Genset Power Rating - 725 kVA Capacity - 725 - 750 KVA
	Total		**2,694,069**	**3,232,882,800**	

Currency

1 USD = 1200 Kyats

1. Instant Noodle Making Plant Complete Set



Specification

1) TYPE OF PRODUCT: FRIED BAG NOODLE FOLDED TYPE
2) PRODUCTION CAPACITY: 189,000 pcs./7hrs. (450 pcs./min.)
3) WEIGHT OF PRODUCT: 60 gram
4) SIZE OF FRYING BASKET: 100L × 100W × 24Hmm
5) MIXING CYCLE: 20 min.
6) STEAMING TIME: 120 sec.
7) FRYING TIME: 105 sec.
8) COOLING TIME: 120 sec.
9) ROLLER WIDTH: 600 mm
10) NUMBER OF LANES: 6 lanes × 2
11) CASE MARK: TO BE INFORMED LATER
12) PACKING: SEAWORTHY EXPORT PACKING

2. Noodle Packaging Machine Complete Set



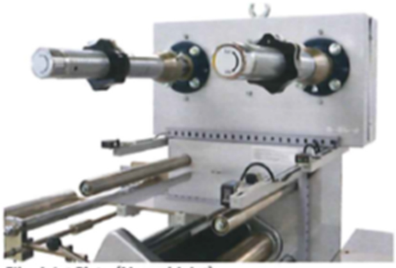
PUSHING ATTACHMENT



LONGSEALER



OPERATION BOX



Film Joint Plate (Manual Joint)



RDA(Roller Devided Auto Feeder)【Option】

Specification

Product to be wrapped: Instant Dry Noodles 1kind with one soup sachet (Soup sachet dispenser is not included in this quotation, available as an optional item).

Individual dimension: Noodle cake dimension:100(L) × 100(W) × 24(H) in mm.

Package style:	Three-side seal pillow type package,fin seal. Long seal: Fin seal of product center/bottom(10mm W) End seal: Fin seal(10mm W) straight line. Line seal P=1.5
Wrapping materials:	OPP/CPP 20 - 25 microns thickness. Wrapping speed is limited by film quality. Heat sealable film and suitable for wrapping machine. Printing with registration control mark
Infeed conditions	Semi autofeed RDA is not full automatic noodle feeder.Unavailable wrapping line control. No stop and start control with pool amount of noodle cakes. Infeed product on pool conveyor in direction of 100W come 90deg edge against flowing line.
Conveyor height:	820 - 890 mm
Flow direction:	Right & Left hand version
Wrapping speed:	150packs per minute. Up to 160ppm available(If no problem on the film quality)
Power source	Electricity ~ 400VAC(with +/- 10%),50 Hz, 3 phases, approx. 5Kw Air ~ Approx. 10 N/min, 5 bars
Machine color:	Tokiwa Standard Color (Silver)

3. Powder Soup Packaging Machine Complete Set



Specification

Model: MC101
Packaging style: 3-side sealing
Bag length: 30 to 125 mm
Bag width: 30 to 100mm (＊1)
Packaging speed (＊2): 60 to 120 bags/min.
Packing volume: 60 cc max.
Standard devices: ●Main body stainless steel cover ●Microcomputer controlled bag length changing device ●Photocell type pattern matching device ●Product counter ●4 heater controller ●Straight type rotary cutting device ●Heater abnormal temperature detector ●Film end stop device ●Product carry-out conveyor - 600 mm
Power source: 3-phase, 200 VAC
Power consumption (＊3): 1.2 kW at peak, 1.0 kW on the average
Dimensions (＊3): 830(W) × 730(D) × 1,725(H)mm
Weight (＊3): Approx. 300 kg
＊1:Approx. 100mm max. It varies depending on horizontal seal width.
＊2:The range will be determined through discussion with the user.
＊3:Varies depending on the specifications.

4. Oil Soup Packaging Machine Complete Set

MR300

Used for packaging

"Natto" sauce,
pepper, horseradish,
"miso" for cooking,
various liquid and paste, etc.



Specification

Model: MR300
Bag length: Fixed pitch (To cope with elongation and shrinkage of the packaging fi lm, small amount of adjustment is possible.)
Film width: 60 to 200 mm (200 mm is a 4-side sealing type)
Packaging speed (＊1): 5 to 24 m/min.(Varies depending on bag length)
Packing volume (＊2): 1 to 100 cc
Diameter of packaging film: φ 350 mm
Dimensions: 1,300(W) × 650(D) × 2,100(H) mm
Weight: 750 kg
Power supply: 3-phase, 200 VAC, 50/60 Hz(4.8kW at peak, 2.5 kW on the average)
Air consumption: —
＊1:Actual packaging speed varies depending on the packaging film, and quanity and property of material to be sealed in.
＊2:The range of quantity of material to be sealed in varies depending on delivery of the pump.

5. Powder Blender Complete Set



Specification

SERVICE: Blending of dry granules / powder
DUTY: Batch type
MOUNTING: Vertical
LOCATION: Inside the room
MODEL: cGMP
WORKING CAPACITY: 250 Kgs.
MATERIALS: Dry Powder / Granules
BULK DENSITY: 0.6 gms/cc
OPERATING TEMPERATURE: Ambient
OPERATING PRESSURE: ATM
PRODUCT CONTAINER: 3 mm thick SS 316.
CHARGING PORT: Dia. 200 mm with hinged cover
DISCHARGING PORT: Dia. 150 mm with butterfly valve
DRIVE MOTOR: 5.0 HP / 1440 RPM / 3 Ph/ 415V / AC / Non FLP / EFF1
GEAR BOX: Suitable size, worm reduction type
POWER TRANSMISSION: Through 'V' belt – pulley arrangement
Blender RPM: 0 – 24 variable by means of frequency drive.
Ground clearance: 500 mm or as required by client.
Safety Railings: Provided with safety limit switch.
Safety Features: All rotating parts shall be covered with safety guards.
Smart stop positioning: Provided

MOC:	Product contact parts – SS 304 Non Contact parts – SS 304
Finish:	Product contact parts – 240 grit mirror finish Non contact parts – 180 grit matt finish
Documents:	As built drg, O&M Manuals, Bought items certificates, MOC certificates, Validation documents shall be provided along with the equipments.

6. Oil Blender Complete Set



Specification

GENRAL DESCRIPTION

A Function: Holding and mixing of spice Oil
B Code: Built as per Good Engineering Practice and to comply cGMP
C MOC: AISI 304 contact parts and non contact parts. Heavy parts and structures shall be cladded with SS 304 materials.
D Description: • Vertical, cylindrical welded
• Loose top and dished bottom
• Propeller + Baby anchor type agitator
• Leg Supports
E Vessel Type: Loose top lid with dished bottom

Process and Operation Data

A Fluid Handled in Vessel: Spice Oil
B Fluid Handled in Jacket: N/A
C Service: Holding & Mixing
D Design Temp.: 150 Deg. C
E Operating Temp.: Client to Confirm
F Design Pressure of the Vessel: ATM
G Operating Pressure of Vessel: ATM
H Minimum stirable Volume: 500 Ltrs.
I Operating Type: Batch
N Geometric Volume: (L) 5560 Ltrs.
O Gross volume: (L) 5500 Ltrs.
O Working Volume: (L) 5000 Ltrs.

DESIGN DATA

A Joint Efficiency: 0.7
B Main Shell ID: 1800 mm
C Height of Shell: 2000 mm
D Thickness of main shell: 4mm thk
E Thickness of Dish: 5mm thk

Material of Construction

A Shell/Bottom & top: SA 240-Gr. SS 304
B Agitator Mounting Pad: SA240-Gr.SS304
C Body flange MOC /Thickness: SA 240-Gr.SS304, 20 thick
D Agitator Shaft: SA 240-Gr. SS 304
E Gasket: All gaskets shall be silicon food grade
F Bearing Housing: SA 240-Gr. SS 304
G Lantern: SA 240-Gr. SS 304
H Leg Support SA 240-Gr. SS 304, 5" NB x sch. 40 x 4 nos.
I Flush Bottom Valve Sanitary Design with 1 side flange an 1 side TC connection
J Bolts & Nuts – Internal SS 304
K Bolts & Nuts – External SS 304

7. Steam Flow Meter Complete Set



Specification

MODEL: MVC31A-4VXX-FUP1T1-N2
MVC31A- STEAMcube Transmitter
Size: 1-1/2in.(40mm)
Process Connection: JIS10K Wafer type
Fill Fluid: None(Integral type)
Capillary: Tube Length None
Output(Analog): Open Collector output+ 4 to 20mA DC(Flow Discrimination Signal)
Burnout Feature: Burnout Upper Limit
Flow output: Standard(Pressure)
Built-in Indicating Meter: Main Display for Totalized Flow Rate, and Sub Display for Instantaneous Flow Rate
Electric Conduit: G1/2,TIIS Flame-Proof Packing type Cable Adapter(2pcs)
Mounting / Direction of flow: Horizontal,from Left to Right

8. Boiler Complete Set



Specification

Max.Operating Pressure: 0.98 MPa
VVo「king Pressure Range: 0,49～ 0.88 MPa
Equivalent Output: 21000 kg/h
Actua1 0utput: 1,680 kg/h
Heat Output: 1,25 MW
Heating Surface Area: 9.30 m2
Boiler Efficiency: 95 %
Water Content: 144 L
Fuel Consumption: 136.5 L/h (Kerosene)
Power Supply: AC 380 V 50Hz,3 phase
Power Supply Wire Diameter: 25.5 mm
Power Circuit Breaker Capacity: 60 A
Rated Power Consumption: 10.3 kW
Max.Electrical Consumption 50Hz: 13.7 kVA
Product Mass: 2,530 kg
Boiler Overali Dimensions (WxDxH): 1,875x2,025x2,520 mm
Casing Paint Color: Light silver
Panel Paint Color: Cream

9. CCTV





Specification

WV-SPN311A
Image sensor: 1/3 MOS
Supported Video Codec: H.264 / JPEG
Max. Resolution: HD (720p / 1,280x 960)
Max. FPS H.265/H.264: 60
Super Dynamic / WDR / BLC: Enhanced Super Dynamic
Day/Night: Day / Night (ICR)
ABF (Auto Back Focus) / Focus Assist: ABF
IR LED: -
Min. Illumination Color (lx): 0.01
Min. Illumination B/W (lx): 0.003
Lens: CS Mount
Optical Zoom: -
with Extra Zoom: 2x
Audio: 2-Way (No Built-in MIC)
SD memory Card Slot: 1
External I/O: 3/2
Vandal Resistant: -
Water and Dust Resistance: -
ClearSight Coating / Rain Wash Coating: -
Smart Coding: Yes
Temperature (degree, Celsius): MAX 50. MIN -10
Power Source: PoE, 12V DC

WV-SFN311L
Image sensor: 1/3 MOS
Supported Video Codec: H.264 / JPEG
Max. Resolution: HD (720p / 1,280x 960)
Max. FPS H.265/H.264: 60
Super Dynamic / WDR / BLC: Enhanced Super Dynamic
Day/Night: Day / Night (ICR)
ABF (Auto Back Focus) / Focus Assist: ABF
IR LED : Yes
Min. Illumination Color (lx): 0.01
Min. Illumination B/W (lx): 0
Lens: f=2.8-10mm, F1.6
Angular field of view: H: 27.9-100.5 deg. V: 15.7-54.8 deg.
Pan / Pan Range: -180 - +180 deg.
Tilt / Tilt Range: 0 - +85 deg.
Optical Zoom: 3.6x
with Extra Zoom: 7.2x
Audio: 2-Way (No Built-in MIC)
SD memory Card Slot: 1
External I/O: 3/2
Vandal Resistant: -
Water and Dust Resistance: -
ClearSight Coating / Rain Wash Coating: -
Smart Coding: Yes
Temperature (degree, Celsius): MAX 50, MIN -10
Power Source: PoE, 12V DC

10. Air Compressor Complete Set



Specification

Operating Pressure:	7.0 kg/cm2 C
Pressure Control Method:	Inverter
Motor Speed:	1440-3600rpm
F.A.D.:	3.5m3/min
Air intake pressure/temperature:	2-40C at atmospheric air pressure
Horsepower:	22/30 KW/HP
Strat Method:	Inverter
Lubricating water volume:	27 L
Net weight:	850 kg

11. Sachet Dispenser/ Soup Feeder Complete Set



Specification

Dispensing Capacity: Max. 200 sachets / minute *At sachet pitch 70mm
Sachet Size: Width: 20 – 100mm
Length: 30 – 150mm
Thickness: Max. 10mm
Equipment Dimension: W320 x H420 x D500mm *Main body
Cutting Accuracy:≧ ± 1.5mm
Power: AC200V 50/60Hz Single phase 0.5kVA
Weight: Approx. 45kg (with feed unit: approx. 53kg) *Main body

12. Pouch Loader Complete Set



Specification

Casing Capacity:	50Hz: 150 sachets/minute 60Hz: 185 sachets/minute *at sachet length 70mm, 10pcs folding
Work Material Size:	Sachet width: Max. 100mm Sachet length: Max 150mm
Case Dimension:	Min. 400mm(W) × 200mm(D) × 100mm(H) Max. 710mm(W) × 510mm(D) × 310mm(H)
Accessories:	Buffer box (Standard: 400mm (W) x 180mm (D) x 380mm (H) Power cable (5m)
Dimension:	900mm(W) × 820mm(D) × 1420mm(H)
Power:	AC200/220V, 50/60Hz, Single Phase, 1.0kVA
Weight:	Approx. 80kg

13. Metal Detector Combination Checkweigher, Metal Detector Complete Set





Specification (1)

Metal Detector

Model: KDB3008AHF
Pass height: 80 mm
Maximum pass width: 300 mm
Belt width: 230 mm
Display: 7-inch color TFT LCD
Operation method: Touch panel (Start, Stop,and Home are direct push buttons)
Preset memory: Maximum 200
Product packaging: Both general and aluminum evaporated packaging products
Detection method: Sirnutaneous 2-frequency magnetization detection method
Belt Speed: 25m/min(50 Hz), 30m/min(60 Hz)
Maximum product weight: 15 kg
Metal detection: Rejection signal output and deep or belt stop and beep
Power supply: 100 Vac, single phase 50/60 Hz ;110/115/120 Vac, single phase 60Hz, 200 Vac, single phase 50/60 Hz; 220/230 Vac, singie phase 50/60 Hz ; 240 Vac, singie phase 50 Hz
Power consumption: 160 VA, rush current 50 A (typ) (20 ms or less)
Mass: 76 kg
Environmental condtions: 0 to 40℃, relative humidity 30 to 85%, non-condensing
Protection class: AHF type: IP30 compliance / AHW type: IP66 compliance
Exterior: Indicator and detector head: stainless steel (SUS304)
Conveyor frame and stand AHF type: metal (coaling) / AHW type: stainless steel (SUS304)
Data output: -

13. Metal Detector Combination Checkweigher, Metal Detector Complete Set





Specification (2)

Check Weigher

Model: KWS5206BF06
Weiqhing range: 6 to 600 g
Scale interval: 0.05g
Maxlmum speed 320 products/min
Maxirnum accuracy (3σ): ±0.2g
Display: 8.5-inch color TFT LCD
Operation method: Touch panel (Start, Stop, and Home are direct push buttons)
Indication range: 604.5g
Preset memory: Maximum 200
Classification: 2 or 3
Product Size: Width 20 to 160 mm
Length 46 to 310 mm
Height 5 to 310 mm
Beit speed 15 to 120 m/min
Power requrements: 100 to 120 Vac +10% -15% or 200 to 240 Vac + 10% - 15%, single phase, 50/60 Hz,130 VA, rush current 20A (typ.) (20 ms or less)
Mass: 60 kg
Environmental conditions: 0° to 40℃ (variation not to exceed 5℃/h to maintain accuracy), relative humidity 30% to 85%, non—condensing
Protection class: IP30 compliance
Exterior: F type: painted, P type: stainiess steel(SUS304) (excluding some pans)
Standard interfaces: USB2.0, 10BASE-T/100BASE-TX Ethernet

14. Waste Water Treament System Complete Set

Design Conditions of Waste Water Treatment Plant

- **Capacity** 40 m3/d

	Phase1		Remarks
Domestic	10	m3/d	Toilet etc.
Machine Washing	1.5	m3/d	
Boiler	20	m3/d	Boiler drain
Back wash	6.5	m3/d	Sand filter, A/C filter
Others	1.4	m3/d	Dehydrator filtered water
Total	39.4	m3/d	
Design capacity	40	m3/d	

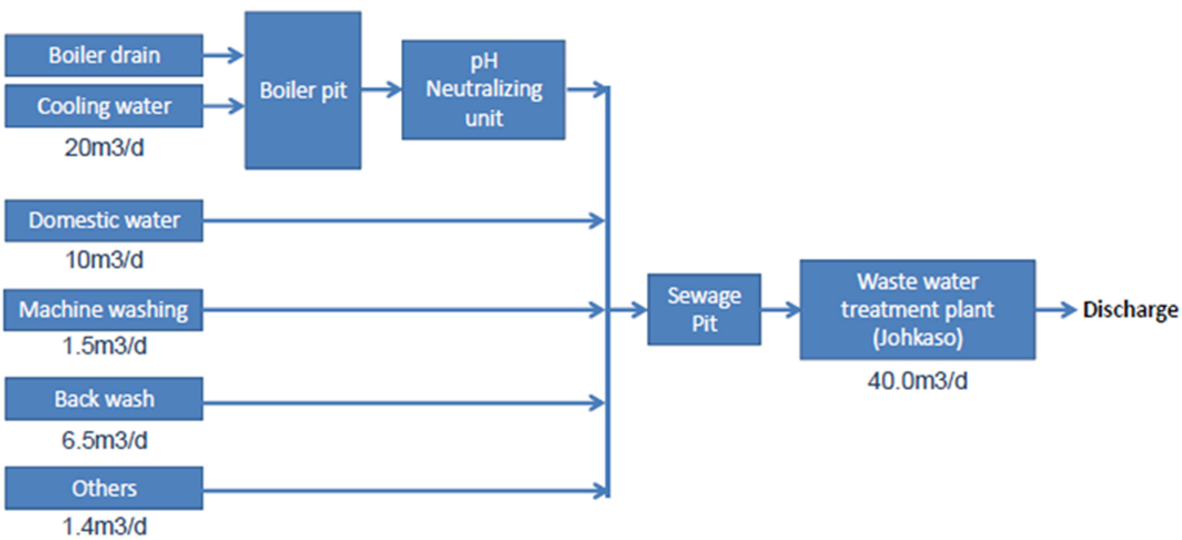
- **Water Quality**
  Waste water quality has been set based on water volume balance. When raw water quality is higher than below rate, this condition shall be revised.

Parameter	Unit	Raw water	Treated water
pH	-	6-8	6-8
BOD	mg/L	150	20
SS	mg/L	300	30
Oil & Grease	mg/L	30	5
CODcr*	mg/L	300	50

*CODcr: assumption value (KBT's experience data)

1

Flow chart (Waste water treatment)



14. Waste Water Treament System Complete Set

pH Neutralizing (Boiler drain)

- pH of boiler drain water shall be neutralized by CO_2 gas.

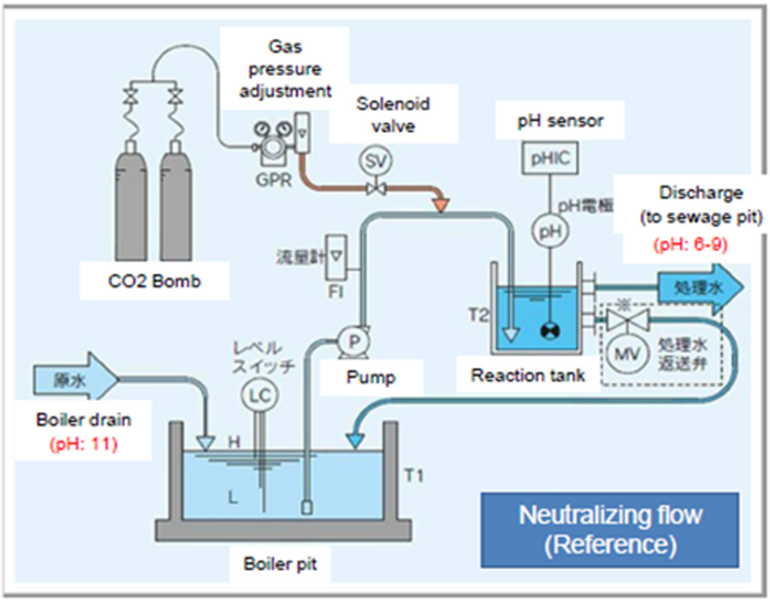




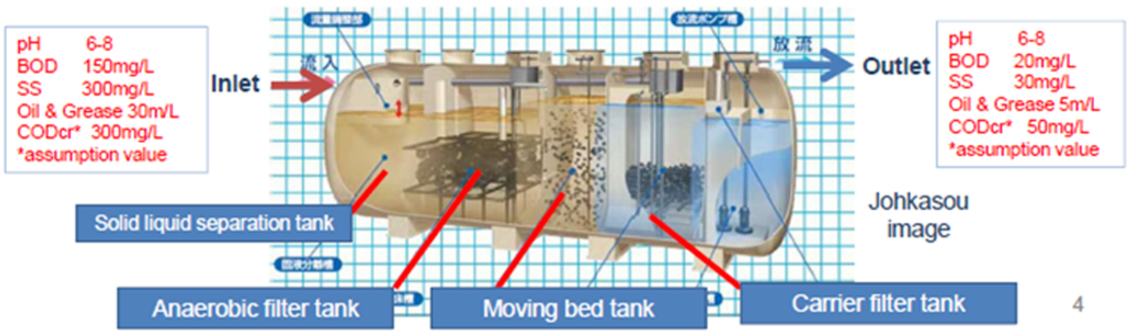
Image of Boiler Drain Neutralization

Waste Water treatment plant (Johkasou)

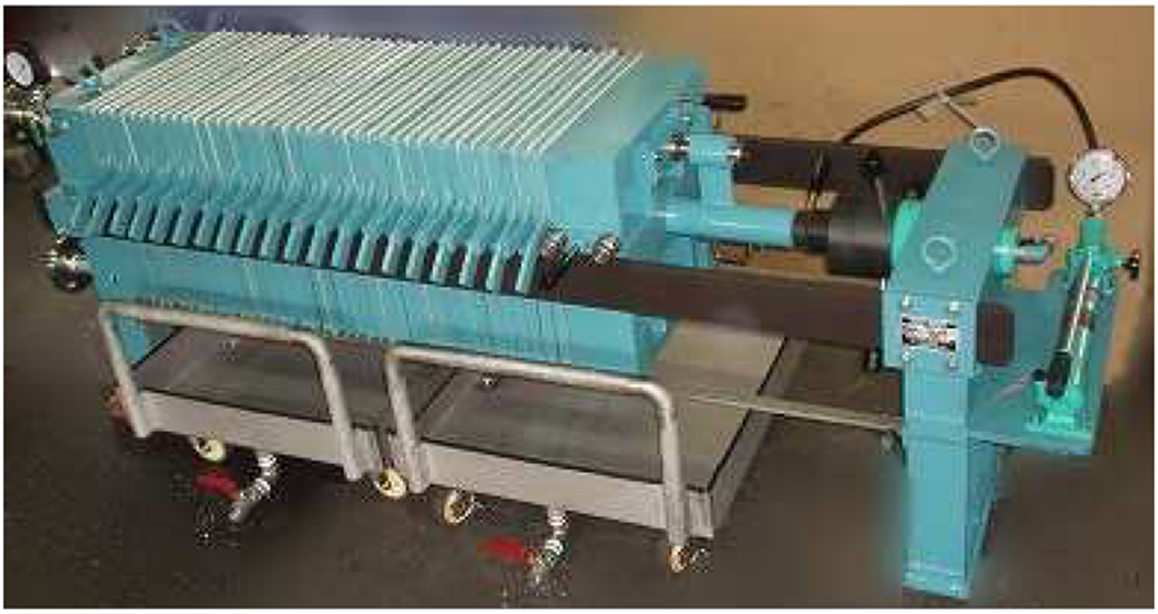
- Oil & Grease, BOD and CODcr are treated by Johkasou which is a package of biological treatment

Purpose of each tank

Tank	Purpose
Solid liquid separation tank	Separate large SS . Sludge is vacuumed periodically
Anaerobic filter tank (Biological treatment)	Organic substances are decomposed by using anaerobic microorganisms in anaerobic condition.
Moving bed tank (Biological treatment)	Organic substances are decomposed by microorganisms which is held with carrier in aerobic condition.
Carrier filter tank (Biological treatment)	Through carrier filter tank, removal of small SS



15. Oil Filter Complete Set



Specification

Model: AF360-30
Liquid: Edible Oil
Material: SS400
Filter plate: FC200, 460 x 460, 30 filters, 5.00m3

16. Diesel Generating Complete Set



Specification

Package Performance
Genset Power Rating with Fan @ 0.8 Power Factor: 580 ekW
Genset Power Rating: 725 kVA
Aftercooler (Separate Circuit): 91.0 °C
Fuel Consumption
100% Load with Fan 153.7 L/hr
75% Load with Fan 117.5 L/hr
50% Load with Fan 82.5 L/hr
25% Load with Fan 48.2 L/hr
Cooling System
Engine Coolant Capacity: 58.6 L
Inlet Air
Combustion Air Inlet Flow Rate: 44.2 m^3/min
Max. Allowable Combustion Air Inlet Temp: 89°C
Exhaust System
Exhaust Stack Gas Temperature: 534.0 °C
Exhaust Gas Flow Rate: 125.4 m^3/min
Exhaust System Backpressure (Maximum Allowable): 6.7 kPa
Heat Rejection
Heat Rejection to Jacket Water 347 kW
Heat Rejection to Exhaust (Total) 571 kW 32473 Btu/min
Heat Rejection to Aftercooler 66 kW 3776 Btu/min
Heat Rejection to Atmosphere from Engine 95 kW 5402 Btu/min
Heat Rejection to Atmosphere from Generator 22 kW 1268 Btu/min
Alternator
Motor Starting Capability @ 30% Voltage Dip 1815 skVA
Current 1046 amps
Frame Size 597
Excitation SE
Temperature Rise 105 °C
Emissions (Nominal)
NOx 2932.1 mg/Nm^3 6.1 g/hp-hr
CO 171.7 mg/Nm^3 0.4 g/hp-hr
HC 102.6 mg/Nm^3 0.2 g/hp-hr
PM 45.0 mg/Nm^3 0.1 g/hp-hr

Local Purchase List

Local Equipment List		Qty	Total Amount (USD)	Total Amount (Kyats)
1	Chiller	1	50,000	60,000,000
2	Warter Purification System	1	102,550	123,060,000
3	Transformer	1	100,000	120,000,000
4	ATS	1	8,333	10,000,000
5	Insdustrial Lift	3	66,667	80,000,000
6	Inspection machine for R&D	4	41,667	50,000,000
7	Installation Fee	12	45,833	55,000,000
Total			**415,050**	**498,060,000**

Furniture and Assets		Qty	Total Amount (USD)	Total Amount (Kyats)
1	Air Con and Ventilation system	5	141,667	170,000,000
2	Sanitariy Fixtures and accessories	7	50,000	60,000,000
3	Cable and accessories	100	125,000	150,000,000
4	Lighting and accessaries	50	83,333	100,000,000
5	Fork Lift	3	31,250	37,500,000
6	Pallet/Rack	50	66,667	80,000,000
7	Furniture(desk, chair, partition)	20	41,667	50,000,000
8	IT System	1	125,000	150,000,000
Total			**664,583**	**797,500,000**

Currency

1 USD = 1,200 Kyats

Import Raw Material Requirements

(USD '000)		Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y 10	Y 11-15	Y 16-20	Y 21-25	Y 26-30
Tapioca Starch	Volume(Ton)	83	165	248	330	440	550	660	770	880	990	990	990	990	990
	Amount(USD '000)	41	84	129	175	238	304	372	442	516	592	592	592	592	592
Flavor Powder	Volume(Ton)	90	180	270	360	480	600	720	840	960	1,080	1,080	1,080	1,080	1,080
	Amount(USD '000)	144	294	449	611	831	1,060	1,297	1,544	1,800	2,065	2,065	2,065	2,065	2,065
Flavor Enhancers	Volume(Ton)	45	90	135	180	240	300	360	420	480	540	540	540	540	540
	Amount(USD '000)	90	184	281	382	520	662	811	965	1,125	1,291	1,291	1,291	1,291	1,291
Seasoning Oil	Volume(Ton)	90	180	270	360	480	600	720	840	960	1,080	1,080	1,080	1,080	1,080
	Amount(USD '000)	108	220	337	458	623	795	973	1,158	1,350	1,549	1,549	1,549	1,549	1,549
Spices	Volume(Ton)	30	60	90	120	160	200	240	280	320	360	360	360	360	360
	Amount(USD '000)	24	49	75	102	139	177	216	257	300	344	344	344	344	344
Other Seasoning	Volume(Ton)	30	60	90	120	160	200	240	280	320	360	360	360	360	360
	Amount(USD '000)	22	44	68	92	125	160	196	233	271	311	311	311	311	311
Film	Volume (Meter '000 000)	5.1	10.2	15.3	20.4	27.2	34.0	40.8	47.6	54.4	61.2	61.2	61.2	61.2	61.2
	Amount(USD '000)	332	676	1,035	1,407	1,914	2,440	2,987	3,554	4,143	4,754	4,754	4,754	4,754	4,754
Total	Amount(USD '000)	760	1,551	2,374	3,228	4,390	5,597	6,851	8,153	9,504	10,906	10,906	10,906	10,906	10,906

*Products are not fixed yet and will be fixed after consumer test (this is based on current assumption)

Annual Production Volume and Price

Production Volume	Unit		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11-15	Year 16-20	Year 21-25	Year 26-30
Machine Capacity	**Packages**	**('000)**	**180,000**	**180,000**	**180,000**	**180,000**	**180,000**	**360,000**	**360,000**	**360,000**	**360,000**	**360,000**	**360,000**	**360,000**	**360,000**	**360,000**
Production - Instant Noodle (Prawn Flavor)	Packages	('000)	20,100	40,200	60,300	80,400	107,200	134,000	160,800	187,600	214,400	241,200	241,200	241,200	241,200	241,200
Production - Instant Noodle (Chicken Flavor)	Packages	('000)	9,900	19,800	29,700	39,600	52,800	66,000	79,200	92,400	105,600	118,800	118,800	118,800	118,800	118,800
Total Production	**Pacakages**	**('000)**	**30,000**	**60,000**	**90,000**	**120,000**	**160,000**	**200,000**	**240,000**	**280,000**	**320,000**	**360,000**	**360,000**	**360,000**	**360,000**	**360,000**
Waste	**Ton**		**12**	**23**	**35**	**46**	**62**	**77**	**92**	**108**	**123**	**139**	**139**	**139**	**139**	**139**

Price and Sales	Unit		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11-15	Year 16-20	Year 21-25	Year 26-30
Total Prodution Amount	**Packages**	**('000)**	**30,000**	**60,000**	**90,000**	**120,000**	**160,000**	**200,000**	**240,000**	**280,000**	**320,000**	**360,000**	**360,000**	**360,000**	**360,000**	**360,000**
Production - Instant Noodle (Prawn Flavor)																
Unit Price per Package		Kyat	127.46	130.01	132.61	135.26	137.97	140.73	143.54	146.41	149.34	152.33	152.33	152.33	152.33	152.33
Yearly Sales ('000)		Kyat	2,561,946	5,226,402	7,996,383	10,874,904	14,790,384	18,857,820	23,081,232	27,466,516	32,018,496	36,741,996	36,741,996	36,741,996	36,741,996	36,741,996
Yearly Sales ('000)		USD	2,135	4,355	6,664	9,062	12,325	15,714	19,234	22,889	26,682	30,617	30,617	30,617	30,617	30,617
Production - Instant Noodle (Chicken Flavor)																
Unit Price per Package		Kyat	101.97	104.01	106.09	108.21	110.37	112.58	114.83	117.13	119.47	121.86	121.86	121.86	121.86	121.86
Yearly Sales ('000)		Kyat	1,009,503	2,059,398	3,150,873	4,285,116	5,827,536	7,430,280	9,094,536	10,822,812	12,616,032	14,476,968	14,476,968	14,476,968	14,476,968	14,476,968
Yearly Sales ('000)		USD	841	1,716	2,626	3,571	4,856	6,192	7,579	9,019	10,513	12,064	12,064	12,064	12,064	12,064
Total Sales ('000)		**Kyat**	**3,571,449**	**7,285,800**	**11,147,256**	**15,160,020**	**20,617,920**	**26,288,100**	**32,175,768**	**38,289,328**	**44,634,528**	**51,218,964**	**51,218,964**	**51,218,964**	**51,218,964**	**51,218,964**
Total Sales ('000)		**USD**	**2,976**	**6,071**	**9,289**	**12,633**	**17,181**	**21,906**	**26,813**	**31,908**	**37,195**	**42,682**	**42,682**	**42,682**	**42,682**	**42,682**

Currency

1 USD = 1,200 Kyats

Profit and Loss

(USD '000)

	Y0	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Y 11-15	Y 16-20	Y 21-25	Y 26-30
Sales	**0**	**2,976**	**6,071**	**9,289**	**12,633**	**17,181**	**21,906**	**26,813**	**31,908**	**37,195**	**42,682**	**42,682**	**42,682**	**42,682**	**42,682**
Ingredient	-	(1,999)	(4,078)	(6,239)	(8,485)	(11,540)	(14,713)	(18,009)	(21,431)	(24,982)	(28,667)	(28,667)	(28,667)	(28,667)	(28,667)
Labor Cost	(83)	(236)	(281)	(309)	(469)	(540)	(789)	(965)	(1,325)	(1,563)	(1,835)	(1,835)	(1,835)	(1,835)	(1,835)
Land and Building Lease	(191)	(191)	(191)	(191)	(191)	(191)	(191)	(191)	(191)	(191)	(191)	(191)	(191)	(191)	(191)
Royalty/Technical Fee	-	(15)	(30)	(46)	(63)	(86)	(110)	(134)	(160)	(186)	(213)	(213)	(213)	(213)	(213)
Electricity Cost	-	(45)	(90)	(135)	(180)	(241)	(301)	(361)	(421)	(481)	(541)	(541)	(541)	(541)	(541)
Water Cost	-	(6)	(11)	(17)	(23)	(31)	(38)	(46)	(54)	(61)	(69)	(69)	(69)	(69)	(69)
Other Production Cost	(432)	(474)	(534)	(705)	(667)	(886)	(1,098)	(1,335)	(1,278)	(1,375)	(910)	(910)	(910)	(880)	(880)
Operating expenses															
Salary, Wages & Bonus															
Foreign	(57)	(125)	(137)	(151)	(166)	(182)	(201)	(221)	(243)	(267)	(294)	(294)	(294)	(294)	(294)
Local	(91)	(176)	(212)	(274)	(324)	(442)	(514)	(625)	(721)	(865)	(992)	(992)	(992)	(992)	(992)
Marketing Cost	(167)	(833)	(667)	(539)	(733)	(997)	(1,271)	(1,555)	(1,851)	(2,157)	(2,476)	(2,476)	(2,476)	(2,476)	(2,476)
Freight Cost	-	(39)	(79)	(121)	(164)	(223)	(285)	(349)	(415)	(484)	(555)	(555)	(555)	(555)	(555)
R&D Cost	(67)	(42)	(42)	(42)	(42)	(42)	(42)	(42)	(42)	(42)	(42)	(42)	(42)	(42)	(42)
Miscellaneous	(127)	(110)	(119)	(128)	(137)	(149)	(155)	(161)	(167)	(179)	(179)	(179)	(179)	(179)	(179)
Profit Before Tax	**(1,215)**	**(1,314)**	**(400)**	**392**	**989**	**1,632**	**2,199**	**2,820**	**3,611**	**4,362**	**5,718**	**5,718**	**5,718**	**5,748**	**5,748**
CT 5%	-	149	304	464	632	859	1,095	1,341	1,595	1,860	2,134	2,134	2,134	2,134	2,134
Income Tax (-) 25%	0	0	0	0	0	0	(550)	(705)	(903)	(1,091)	(1,430)	(1,430)	(1,430)	(1,437)	(1,437)
Net profit	**(1,215)**	**(1,314)**	**(400)**	**392**	**989**	**1,632**	**1,649**	**2,115**	**2,708**	**3,272**	**4,203**	**4,203**	**4,203**	**4,225**	**4,225**
CSR (2% of Net Profit)	-	-	-	8	20	33	33	42	54	65	84	84	84	84	84

Expenditure															
(USD '000)	**Y0**	**Y1**	**Y2**	**Y3**	**Y4**	**Y5**	**Y6**	**Y7**	**Y8**	**Y9**	**Y10**	**Y 11-15**	**Y 16-20**	**Y 21-25**	**Y 26-30**
Salary, Wages & Bonus															
Foreign	56.63	124.58	137.03	150.74	165.81	182.39	200.63	220.69	242.76	267.04	293.74	293.74	293.74	293.74	293.74
Local	91.12	175.73	212.36	274.02	324.48	442.08	514.20	624.81	721.05	864.78	992.11	992.11	992.11	992.11	1,075.44
Marketing Cost	166.67	833.33	666.67	538.78	732.73	996.52	1,270.56	1,555.17	1,850.65	2,157.33	2,475.53	2,475.53	2,475.53	2,475.53	2,475.53
Freight Cost	-	38.69	78.93	120.76	164.23	223.36	284.78	348.57	414.80	483.54	554.86	554.86	554.86	554.86	554.86
R&D Cost	66.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67
Miscellaneous	127.00	110.33	119.33	128.33	137.33	149.33	155.33	161.33	167.33	179.33	179.33	179.33	179.33	179.33	96.00
Operating expenses	**508.08**	**1,324.32**	**1,255.98**	**1,254.29**	**1,566.26**	**2,035.35**	**2,467.17**	**2,952.24**	**3,438.26**	**3,993.68**	**4,537.24**	**4,537.24**	**4,537.24**	**4,537.24**	**4,537.24**

Income Statement														
(USD '000)														
	Y0	**Y1**	**Y2**	**Y3**	**Y4**	**Y5**	**Y6**	**Y7**	**Y8**	**Y9**	**Y10**	**Y 11-15**	**Y 16-20**	**Y 21-25**	**Y 26-30**
Sales Amount (Million Packs)	0	30	60	90	120	160	200	240	280	320	360	360	360	360	360
Income	**0**	**2,976**	**6,071**	**9,289**	**12,633**	**17,181**	**21,906**	**26,813**	**31,908**	**37,195**	**42,682**	**42,682**	**42,682**	**42,682**	**42,682**

<u>Project Cash Flow Projection (USD '000)</u>

	Y0	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Y 11-15	Y 16-20	Y 21-25	Y 26-30
Operating Cash Flow	(979)	(1,127)	(211)	581	1,180	1,729	1,965	2,440	3,043	3,616	4,388	4,558	4,558	4,550	4,550
Net Income	(1,215)	(1,314)	(400)	392	989	1,632	1,649	2,115	2,708	3,272	4,203	4,203	4,203	4,225	4,225
Depreciation	236	431	444	454	466	470	704	729	754	779	635	355	355	325	325
Change in Working Capital	0	(245)	(254)	(264)	(275)	(374)	(388)	(403)	(419)	(435)	(451)	0	0	0	0
Investment Cash Flow	(4,167)	(125)	(125)	(200)	(125)	(208)	(2,408)	(250)	(250)	(325)	(325)	(325)	(325)	(325)	(325)
Free Cash Flow	**(5,145)**	**(1,252)**	**(336)**	**381**	**1,055**	**1,521**	**(444)**	**2,190**	**2,793**	**3,291**	**4,063**	**4,233**	**4,233**	**4,225**	**4,225**

Project IRR Calculation (USD '000)

	Net Cash Flow	Cumulative Cash Flow
Year 0	(5,145)	(5,145)
Year 1	(1,252)	(6,397)
Year 2	(336)	(6,733)
Year 3	381	(6,352)
Year 4	1,055	(5,297)
Year 5	1,521	(3,777)
Year 6	(444)	(4,221)
Year 7	2,190	(2,030)
Year 8	2,793	763
Year 9	3,291	4,053
Year 10	4,063	8,116
Year 11	4,233	12,349
Year 12	4,233	16,581
Year 13	4,233	20,814
Year 14	4,233	25,047
Year 15	4,233	29,280
Year 16	4,233	33,513
Year 17	4,233	37,746
Year 18	4,233	41,978
Year 19	4,233	46,211
Year 20	4,233	50,444
Year 21	4,225	54,669
Year 22	4,225	58,894
Year 23	4,225	63,119
Year 24	4,225	67,344
Year 25	4,225	71,569
Year 26	4,225	75,793
Year 27	4,225	80,018
Year 28	4,225	84,243
Year 29	4,225	88,468
Year 30	4,225	92,693

IRR	**21%**
Payback Period	**8 Years**

Instant Noodles Manufacturing Business
ManPower Cost (USD)

	No. Of Head Count	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11-15	Year 16-20	Year 21-25	Year 26-30
Local	Factory Manager	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	R&D Manager	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Warehouse Manager	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Puchase Manager	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Accounting Manager	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Marketing Manager	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2
	Sales Manager	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	HR Manager	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Engineer	5	5	5	5	7	7	8	8	9	9	9	9	9	9	9
	Supervisor	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2
	Line Leader	1	1	1	1	2	2	3	4	6	6	6	6	6	6	6
	Operational Staff	35	35	35	35	63	70	105	126	168	189	210	210	210	210	210
	Purchase Staff	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3
	QC Staff	2	2	2	2	3	3	3	3	4	4	4	4	4	4	4
	Warehouse Staff	2	2	2	2	5	5	8	8	11	11	11	11	11	11	11
	Engineer Staff	2	2	2	2	4	4	7	7	9	9	9	9	9	9	9
	Accounting Staff	3	3	3	4	5	5	6	6	6	6	6	6	6	6	6
	HR Staff	2	2	2	2	3	3	3	4	4	5	5	5	5	5	5
	IT System	1	1	1	1	2	2	3	3	4	4	5	5	5	5	5
	Marketing Staff	2	2	2	2	2	3	4	5	6	7	8	9	9	9	9
	Sales Staff	1	1	1	2	2	3	3	3	4	4	5	6	6	6	6
	Subtotal Local	**67**	**67**	**67**	**69**	**109**	**118**	**166**	**190**	**245**	**268**	**292**	**294**	**294**	**294**	**294**
Foreign	Production Manage	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	General Manager	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Product Developme	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	General Affair	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Subtotal Foreign	**4**	**4**	**4**	**4**	**4**	**4**	**4**	**4**	**4**	**4**	**4**	**4**	**4**	**4**	**4**
Total Head Count		**71**	**71**	**71**	**73**	**113**	**122**	**170**	**194**	**249**	**272**	**296**	**298**	**298**	**298**	**298**

Monthly Salary

	Salary Cost Per Count per annum	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11-15	Year 16-20	Year 21-25	Year 26-30
Local	Factory Manager	2,675	3,210	3,852	4,237	4,660	5,126	5,639	6,203	6,823	7,506	8,256	8,256	8,256	8,256	8,256
	R&D Manager	892	1,070	1,284	1,412	1,553	1,709	1,880	2,068	2,274	2,502	2,752	2,752	2,752	2,752	2,752
	Warehouse Manager	892	1,070	1,284	1,412	1,553	1,709	1,880	2,068	2,274	2,502	2,752	2,752	2,752	2,752	2,752
	Puchase Manager	892	1,070	1,284	1,412	1,553	1,709	1,880	2,068	2,274	2,502	2,752	2,752	2,752	2,752	2,752
	Accounting Manager	1,875	2,063	2,269	2,496	2,745	3,020	3,322	3,654	4,019	4,421	4,863	4,863	4,863	4,863	4,863
	Marketing Manager	1,875	2,063	2,269	2,496	2,745	3,020	3,322	3,654	4,019	4,421	4,863	4,863	4,863	4,863	4,863
	Sales Manager	1,219	1,341	1,475	1,622	1,784	1,963	2,159	2,375	2,612	2,874	3,161	3,161	3,161	3,161	3,161
	HR Manager	1,875	2,063	2,269	2,496	2,745	3,020	3,322	3,654	4,019	4,421	4,863	4,863	4,863	4,863	4,863
	Engineer	364	437	524	576	634	697	767	844	928	1,021	1,123	1,123	1,123	1,123	1,123
	Supervisor	892	1,070	1,284	1,412	1,553	1,709	1,880	2,068	2,274	2,502	2,752	2,752	2,752	2,752	2,752
	Line Leader	364	437	524	576	634	697	767	844	928	1,021	1,123	1,123	1,123	1,123	1,123
	Operational Staff	149	179	214	236	259	285	314	345	380	418	459	459	459	459	459
	Purchase Staff	364	437	524	576	634	697	767	844	928	1,021	1,123	1,123	1,123	1,123	1,123
	QC Staff	149	179	214	236	259	285	314	345	380	418	459	459	459	459	459
	Warehouse Staff	149	179	214	236	259	285	314	345	380	418	459	459	459	459	459
	Engineer Staff	149	179	214	236	259	285	314	345	380	418	459	459	459	459	459
	Accounting Staff	656	722	794	873	961	1,057	1,163	1,279	1,407	1,547	1,702	1,702	1,702	1,702	1,702
	HR Staff	656	722	794	873	961	1,057	1,163	1,279	1,407	1,547	1,702	1,702	1,702	1,702	1,702
	IT System	1,219	1,341	1,475	1,622	1,784	1,963	2,159	2,375	2,612	2,874	3,161	3,161	3,161	3,161	3,161
	Marketing Staff	656	722	794	873	961	1,057	1,163	1,279	1,407	1,547	1,702	1,702	1,702	1,702	1,702
	Sales Staff	656	722	794	873	961	1,057	1,163	1,279	1,407	1,547	1,702	1,702	1,702	1,702	1,702
Foreign	Production Manage	1,219	1,341	1,475	1,622	1,784	1,963	2,159	2,375	2,612	2,874	3,161	3,161	3,161	3,161	3,161
	General Manager	7,000	7,700	8,470	9,317	10,249	11,274	12,401	13,641	15,005	16,506	18,156	18,156	18,156	18,156	18,156
	Product Developme	1,219	1,341	1,475	1,622	1,784	1,963	2,159	2,375	2,612	2,874	3,161	3,161	3,161	3,161	3,161
	General Affair	1,219	1,341	1,475	1,622	1,784	1,963	2,159	2,375	2,612	2,874	3,161	3,161	3,161	3,161	3,161

Yearly Salary

	Salary Cost Per Count per annum	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11-15	Year 16-20	Year 21-25	Year 26-30
Local	Factory Manager	32,096	38,516	46,219	50,840	55,925	61,517	67,669	74,436	81,879	90,067	99,074	99,074	99,074	99,074	99,074
	R&D Manager	10,699	12,839	15,406	16,947	18,642	20,506	22,556	24,812	27,293	30,022	33,025	33,025	33,025	33,025	33,025
	Warehouse Manager	10,699	12,839	15,406	16,947	18,642	20,506	22,556	24,812	27,293	30,022	33,025	33,025	33,025	33,025	33,025
	Puchase Manager	10,699	12,839	15,406	16,947	18,642	20,506	22,556	24,812	27,293	30,022	33,025	33,025	33,025	33,025	33,025
	Accounting Manager	22,500	24,750	27,225	29,948	32,942	36,236	39,860	43,846	48,231	53,054	58,359	58,359	58,359	58,359	58,359
	Marketing Manager	22,500	24,750	27,225	29,948	32,942	36,236	39,860	43,846	48,231	53,054	58,359	58,359	58,359	58,359	58,359
	Sales Manager	14,625	16,088	17,696	19,466	21,412	23,554	25,909	28,500	31,350	34,485	37,933	37,933	37,933	37,933	37,933
	HR Manager	22,500	24,750	27,225	29,948	32,942	36,236	39,860	43,846	48,231	53,054	58,359	58,359	58,359	58,359	58,359
	Engineer	4,365	5,238	6,286	6,914	7,606	8,366	9,203	10,123	11,135	12,249	13,474	13,474	13,474	13,474	13,474
	Supervisor	10,699	12,839	15,406	16,947	18,642	20,506	22,556	24,812	27,293	30,022	33,025	33,025	33,025	33,025	33,025
	Line Leader	4,365	5,238	6,286	6,914	7,606	8,366	9,203	10,123	11,135	12,249	13,474	13,474	13,474	13,474	13,474
	Operational Staff	1,786	2,143	2,572	2,829	3,112	3,423	3,765	4,142	4,556	5,012	5,513	5,513	5,513	5,513	5,513
	Purchase Staff	4,365	5,238	6,286	6,914	7,606	8,366	9,203	10,123	11,135	12,249	13,474	13,474	13,474	13,474	13,474
	QC Staff	1,786	2,143	2,572	2,829	3,112	3,423	3,765	4,142	4,556	5,012	5,513	5,513	5,513	5,513	5,513
	Warehouse Staff	1,786	2,143	2,572	2,829	3,112	3,423	3,765	4,142	4,556	5,012	5,513	5,513	5,513	5,513	5,513
	Engineer Staff	1,786	2,143	2,572	2,829	3,112	3,423	3,765	4,142	4,556	5,012	5,513	5,513	5,513	5,513	5,513
	Accounting Staff	7,875	8,663	9,529	10,482	11,530	12,683	13,951	15,346	16,881	18,569	20,426	20,426	20,426	20,426	20,426
	HR Staff	7,875	8,663	9,529	10,482	11,530	12,683	13,951	15,346	16,881	18,569	20,426	20,426	20,426	20,426	20,426
	IT System	14,625	16,088	17,696	19,466	21,412	23,554	25,909	28,500	31,350	34,485	37,933	37,933	37,933	37,933	37,933
	Marketing Staff	7,875	8,663	9,529	10,482	11,530	12,683	13,951	15,346	16,881	18,569	20,426	20,426	20,426	20,426	20,426
	Sales Staff	7,875	8,663	9,529	10,482	11,530	12,683	13,951	15,346	16,881	18,569	20,426	20,426	20,426	20,426	20,426
Foreign	Production Manager	14,625	16,088	17,696	19,466	21,412	23,554	25,909	28,500	31,350	34,485	37,933	37,933	37,933	37,933	37,933
	General Manager	84,000	92,400	101,640	111,804	122,984	135,283	148,811	163,692	180,061	198,068	217,874	217,874	217,874	217,874	217,874
	Product Development	14,625	16,088	17,696	19,466	21,412	23,554	25,909	28,500	31,350	34,485	37,933	37,933	37,933	37,933	37,933
	General Affair	14,625	16,088	17,696	19,466	21,412	23,554	25,909	28,500	31,350	34,485	37,933	37,933	37,933	37,933	37,933

Instant Noodles Manufacturing Business

ManPower Cost (USD)

	Total Cost (USD '000)	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11-15	Year 16-20	Year 21-25	Year 26-30
Local	Factory Manager	16,048	38,516	46,219	50,840	55,925	61,517	67,669	74,436	81,879	90,067	99,074	99,074	99,074	99,074	99,074
	R&D Manager	5,349	12,839	15,406	16,947	18,642	20,506	22,556	24,812	27,293	30,022	33,025	33,025	33,025	33,025	33,025
	Warehouse Manager	5,349	12,839	15,406	16,947	18,642	20,506	22,556	24,812	27,293	30,022	33,025	33,025	33,025	33,025	33,025
	Puchase Manager	5,349	12,839	15,406	16,947	18,642	20,506	22,556	24,812	27,293	30,022	33,025	33,025	33,025	33,025	33,025
	Accounting Manager	15,000	24,750	27,225	29,948	32,942	36,236	39,860	43,846	48,231	53,054	58,359	58,359	58,359	58,359	58,359
	Marketing Manager	15,000	24,750	27,225	29,948	32,942	36,236	79,720	87,692	96,461	106,108	116,718	116,718	116,718	116,718	116,718
	Sales Manager	7,313	16,088	17,696	19,466	21,412	23,554	25,909	28,500	31,350	34,485	37,933	37,933	37,933	37,933	37,933
	HR Manager	15,000	24,750	27,225	29,948	32,942	36,236	39,860	43,846	48,231	53,054	58,359	58,359	58,359	58,359	58,359
	Engineer	10,913	26,190	31,428	34,571	53,239	58,563	73,622	80,984	100,218	110,240	121,264	121,264	121,264	121,264	121,264
	Supervisor	5,349	12,839	15,406	16,947	18,642	20,506	45,112	49,624	54,586	60,045	66,049	66,049	66,049	66,049	66,049
	Line Leader	2,183	5,238	6,286	6,914	15,211	16,732	27,608	40,492	66,812	73,493	80,842	80,842	80,842	80,842	80,842
	Operational Staff	15,627	75,009	90,011	99,012	196,045	239,610	395,356	521,870	765,410	947,195	1,157,683	1,157,683	1,157,683	1,157,683	1,157,683
	Purchase Staff	4,365	10,476	12,571	13,828	15,211	16,732	18,405	20,246	33,406	36,747	40,421	40,421	40,421	40,421	40,421
	QC Staff	1,786	4,286	5,144	5,658	9,335	10,269	11,296	12,425	18,224	20,046	22,051	22,051	22,051	22,051	22,051
	Warehouse Staff	1,786	4,286	5,144	5,658	15,559	17,115	30,122	33,135	50,116	55,128	60,641	60,641	60,641	60,641	60,641
	Engineer Staff	1,786	4,286	5,144	5,658	12,447	13,692	26,357	28,993	41,004	45,105	49,615	49,615	49,615	49,615	49,615
	Accounting Staff	11,813	25,988	28,586	41,927	57,649	63,414	83,706	92,077	101,285	111,413	122,554	122,554	122,554	122,554	122,554
	HR Staff	7,875	17,325	19,058	20,963	34,589	38,048	41,853	61,385	67,523	92,844	102,129	102,129	102,129	102,129	102,129
	IT System	7,313	16,088	17,696	19,466	42,825	47,107	77,727	85,500	125,400	137,940	189,667	189,667	189,667	189,667	189,667
	Marketing Staff	7,875	17,325	19,058	20,963	23,060	38,048	55,804	76,731	101,285	129,982	163,406	183,831	183,831	183,831	183,831
	Sales Staff	3,938	8,663	9,529	20,963	23,060	38,048	41,853	46,038	67,523	74,275	102,129	122,554	122,554	122,554	122,554
	Subtotal Local	**167,015**	**395,367**	**456,867**	**523,517**	**748,960**	**873,182**	**1,249,511**	**1,502,256**	**1,980,822**	**2,321,286**	**2,747,968**	**2,788,820**	**2,788,820**	**2,788,820**	**2,788,820**
Foreign	Production Manager	7,313	16,088	17,696	19,466	21,412	23,554	25,909	28,500	31,350	34,485	37,933	37,933	37,933	37,933	37,933
	General Manager	42,000	92,400	101,640	111,804	122,984	135,283	148,811	163,692	180,061	198,068	217,874	217,874	217,874	217,874	217,874
	Product Development	7,313	16,088	17,696	19,466	21,412	23,554	25,909	28,500	31,350	34,485	37,933	37,933	37,933	37,933	37,933
	General Affair	7,313	16,088	17,696	19,466	21,412	23,554	25,909	28,500	31,350	34,485	37,933	37,933	37,933	37,933	37,933
	Subtotal Foreign	**63,938**	**140,663**	**154,729**	**170,202**	**187,222**	**205,944**	**226,538**	**249,192**	**274,111**	**301,523**	**331,675**	**331,675**	**331,675**	**331,675**	**331,675**
Total Cost (USD '000)		**230,953**	**536,029**	**611,596**	**693,719**	**936,182**	**1,079,126**	**1,476,049**	**1,751,448**	**2,254,934**	**2,622,809**	**3,079,643**	**3,120,494**	**3,120,494**	**3,120,494**	**3,120,494**

Currency

1 USD = 1200 Kyats

Fuel, Electricity and Water Requirement

Production Amount	Y0	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Y 11-15	Y 16-20	Y 21-25	Y 26-30
Sales amount(mil packs)	0	30	60	90	120	160	200	240	280	320	360	360	360	360	360
Production amount(MT/Day)	0	6	12	17	23	31	38	46	54	61	69	69	69	69	69

Fuel Requirement	Y0	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Y 11-15	Y 16-20	Y 21-25	Y 26-30
Diesel (L/day)	-	473	473	947	947	1,420	1,894	1,894	2,367	2,840	2,840	2,840	2,840	2,840	2,840
Diesel (L/year)	-	148,099	148,099	296,198	296,198	444,296	592,395	592,395	740,494	888,593	888,593	888,593	888,593	888,593	888,593

Electricity Requirement	Y0	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Y 11-15	Y 16-20	Y 21-25	Y 26-30
Electricity(KWH/day)	1,400	3,500	3,500	7,000	7,000	10,500	9,800	9,800	12,250	14,700	14,700	14,700	14,700	14,700	14,700
Electricity(KWH/year)	146,000	1,095,000	1,095,000	2,190,000	2,190,000	3,285,000	3,066,000	3,066,000	3,066,000	4,599,000	4,599,000	4,599,000	4,599,000	4,599,000	4,599,000

Water Requirement	Y0	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Y 11-15	Y 16-20	Y 21-25	Y 26-30
Water(m^3/day)	-	24	24	48	48	72	96	96	120	144	144	144	144	144	144
Water(m^3/year)	-	7,490	7,490	14,980	14,980	22,469	29,959	29,959	37,449	44,939	44,939	44,939	44,939	44,939	44,939

Local Raw Material Requirements

(USD '000)		Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y 10	Y 11-15	Y 16-20	Y 21-25	Y 26-30
Wheat flour	Volume(Ton)	1,436	2,873	4,309	5,746	7,661	9,576	11,492	13,407	15,322	17,238	17,238	17,238	17,238	17,238
	Amount(USD '000)	718	1,465	2,242	3,049	4,146	5,287	6,471	7,700	8,976	10,300	10,300	10,300	10,300	10,300
Palm Oil	Volume(Ton)	3,630	7,260	10,890	14,520	19,360	24,200	29,040	33,880	38,720	3,960	3,960	3,960	3,960	3,960
	Amount(USD '000)	264	539	824	1,121	1,524	1,943	2,378	2,830	3,299	3,786	3,786	3,786	3,786	3,786
Sugar	Volume(Ton)	30	60	90	120	160	200	240	280	320	360	360	360	360	360
	Amount(USD '000)	10	20	31	42	57	73	89	106	124	142	142	142	142	142
Salt	Volume(Ton)	33	66	99	132	176	220	264	308	352	396	396	396	396	396
	Amount(USD '000)	10	20	31	42	57	73	89	106	124	142	142	142	142	142
Non dairy creamer	Volume(Ton)	30	60	90	120	160	200	240	280	320	360	360	360	360	360
	Amount(USD '000)	24	49	75	102	139	177	216	257	300	344	344	344	344	344
Fish Sauce/Soy Sauce	Volume(Ton)	30	60	90	120	160	200	240	280	320	360	360	360	360	360
	Amount(USD '000)	18	37	56	76	104	132	162	193	225	258	258	258	258	258
Carton Box	Volume (Boxes '000 000)	1.2	2.3	3.5	4.7	6.2	7.8	9.3	10.9	12.4	14.0	14.0	14.0	14.0	14.0
	Amount(USD '000)	194	397	607	825	1,123	1,431	1,752	2,085	2,430	2,789	2,789	2,789	2,789	2,789
Total	Amount(USD '000)	1,238	2,526	3,866	5,257	7,150	9,116	11,158	13,278	15,478	17,761	17,761	17,761	17,761	17,761

*Products are not fixed yet and will be fixed after consumer test (this is based on current assumption)

Initial Raw Material Requirements

(USD '000)		Y0
Wheat flour	Volume(Ton)	120.0
	Amount(USD '000)	60.0
Palm Oil	Volume(Ton)	27.6
	Amount(USD '000)	22.1
Tapioca Starch	Volume(Ton)	6.9
	Amount(USD '000)	3.4
Salt	Volume(Ton)	2.8
	Amount(USD '000)	0.8
Sugar	Volume(Ton)	2.5
	Amount(USD '000)	0.8
Fish Sauce/Soy Sauce	Volume(Ton)	2.5
	Amount(USD '000)	1.5
Flavor Powder	Volume(Ton)	7.5
	Amount(USD '000)	12.0
Flavor Enhancers	Volume(Ton)	3.8
	Amount(USD '000)	7.5
Seasoning Oil (Garlic, Lime and so on)	Volume(Ton)	7.5
	Amount(USD '000)	9.0
Non dairy creamer	Volume(Ton)	2.5
	Amount(USD '000)	2.0
Spice (Chili and so on)	Volume(Ton)	2.5
	Amount(USD '000)	2.0
Other Seasoning (citric acid, color and so on)	Volume(Ton)	2.5
	Amount(USD '000)	1.8
Carton Box	Volume (Boxes '000 000)	0.1
	Amount(USD '000)	16.2
Film	Volume (Meter '000 000)	0.4
	Amount(USD '000)	27.7
Total		**167**

Information on Building Structure





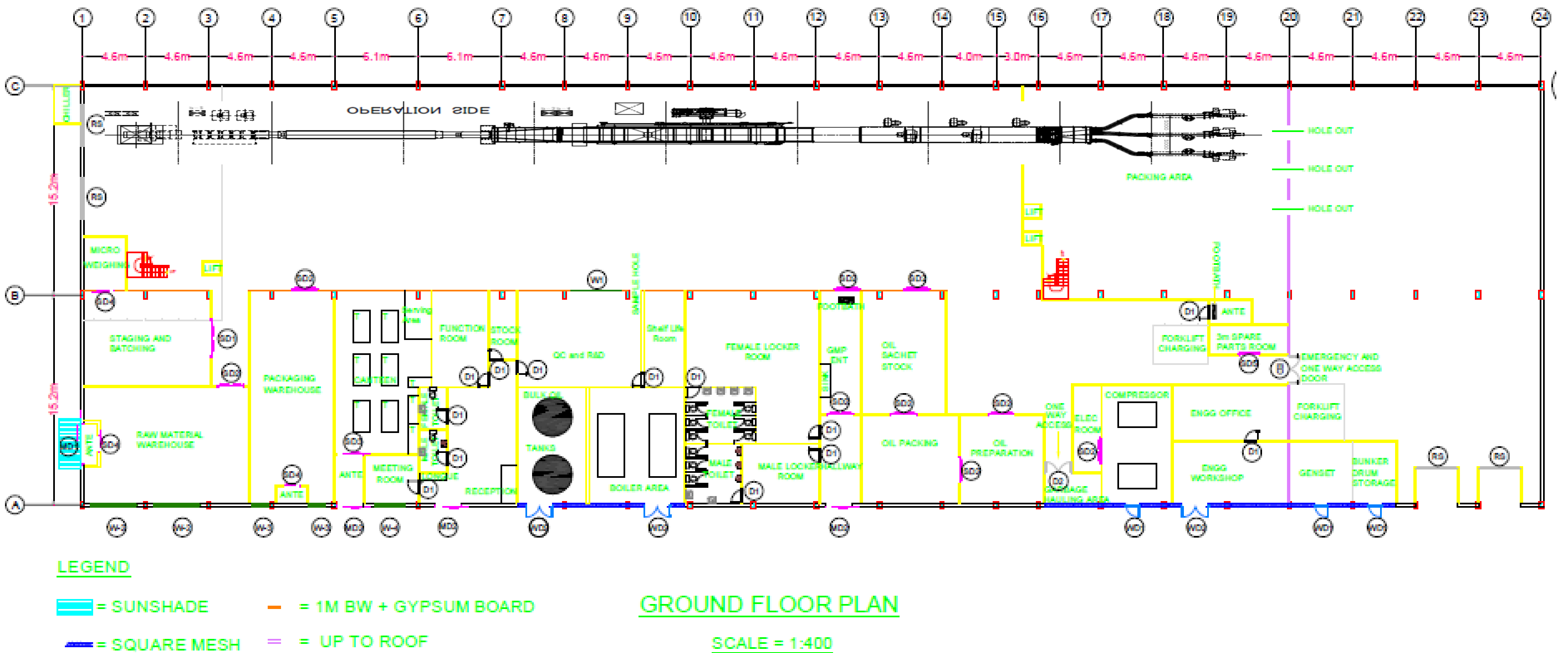
Location Map

Area Map

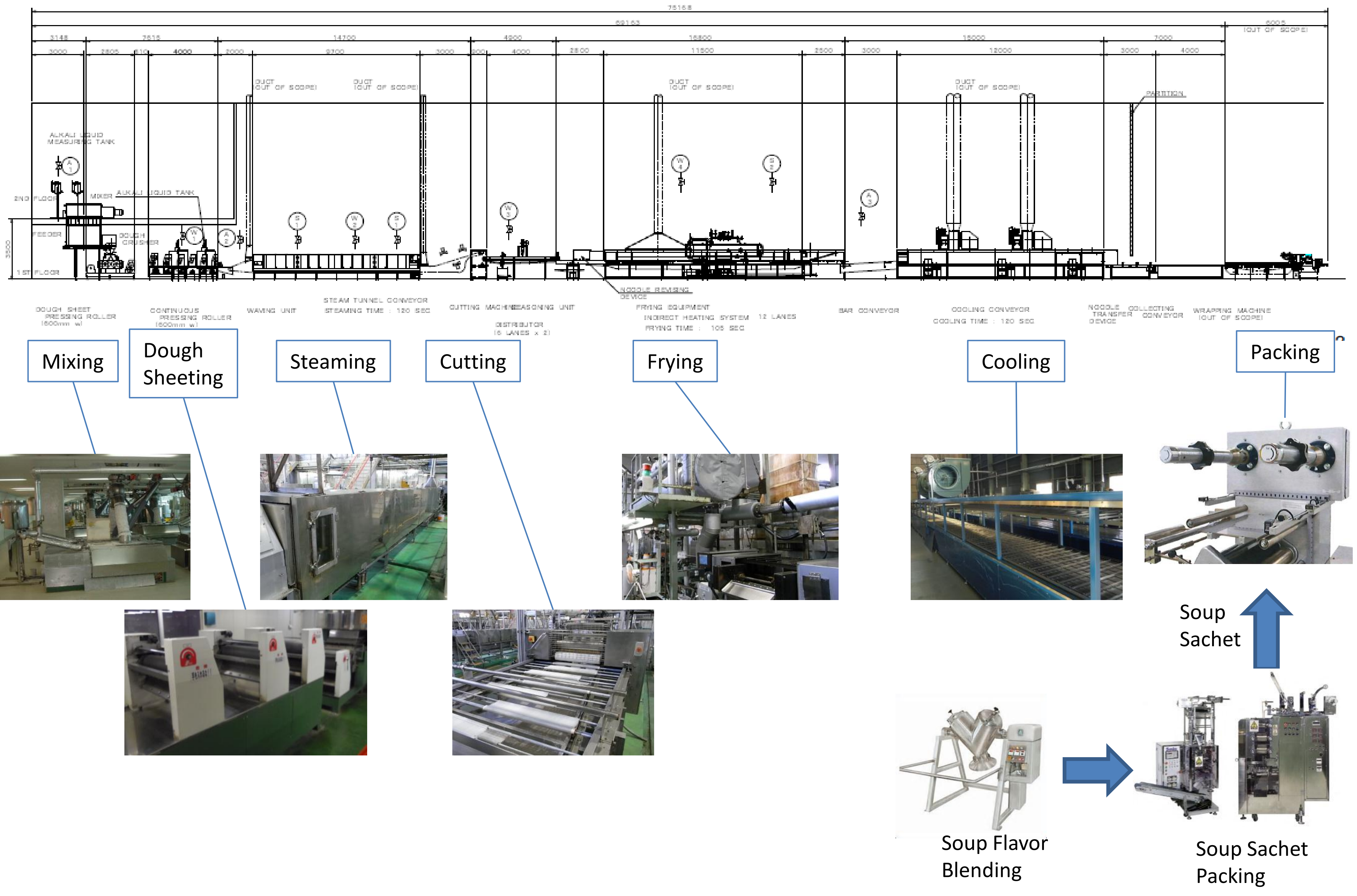
Haling ThaYar Industrial Zone (1)



Factory Layout Design



Noodle Manufacturing Process

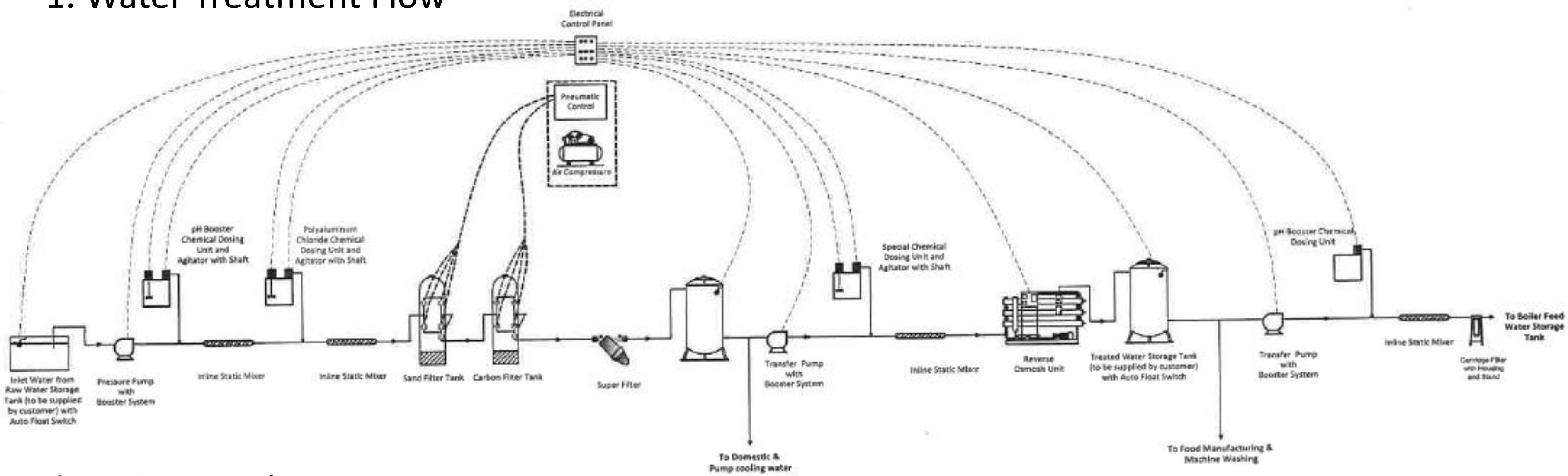


<u>**Package Design Image**</u>

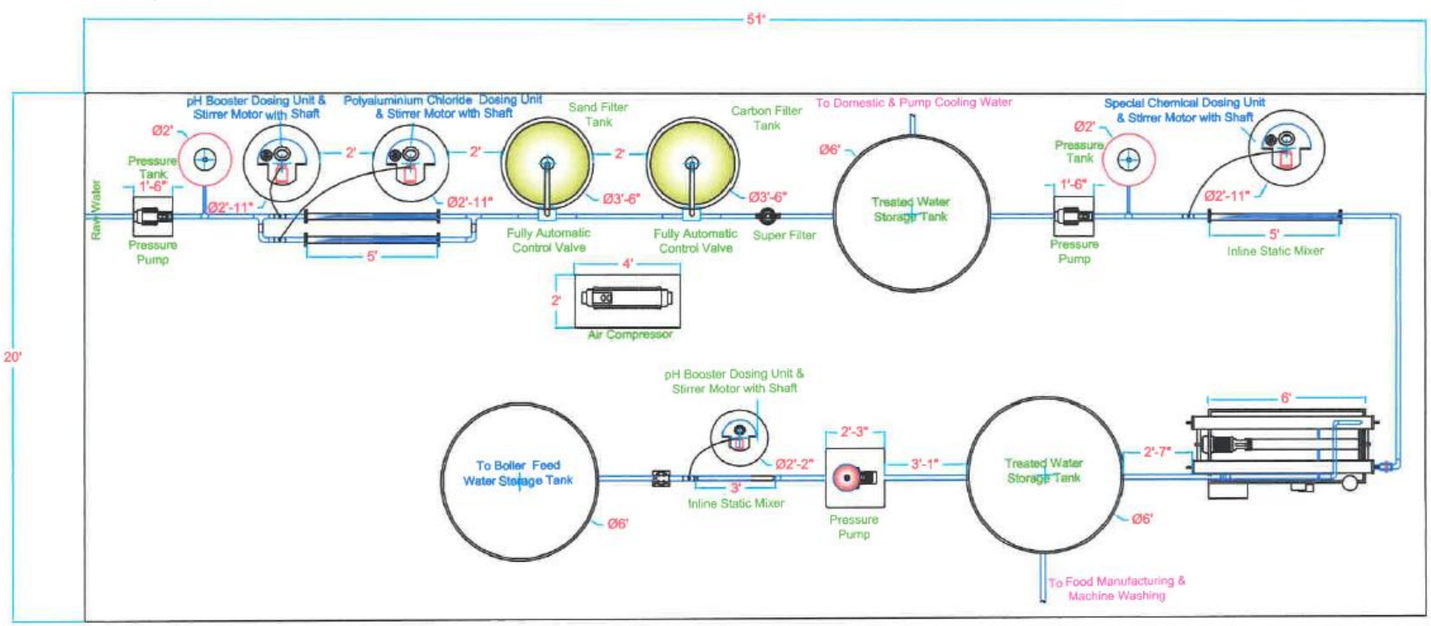


Water Purification System

1. Water Treatment Flow



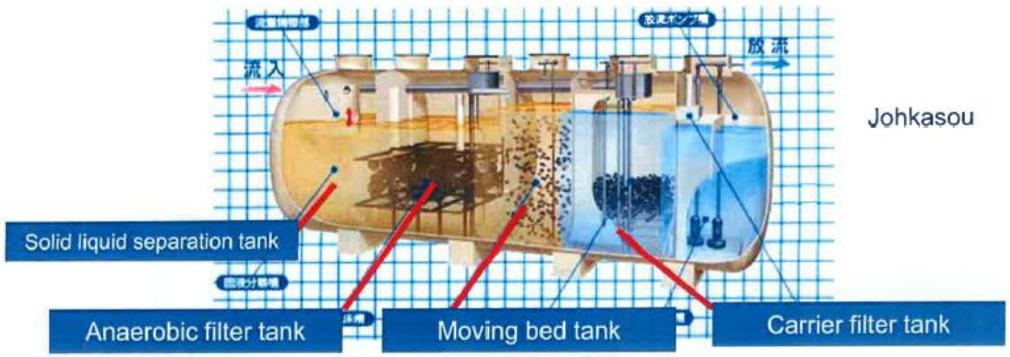
2. Layout Design



Waste Water Treatment System

1. Waste Water Treatment Flow

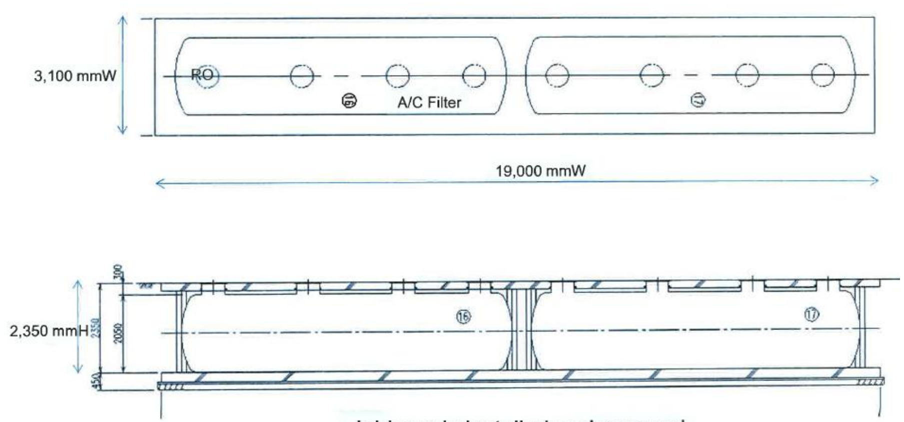
Biological treatment	Tank	Description
	Solid liquid separation tank	Separate large SS . Sludge is vacuumed periodically
Biological treatment	Anaerobic filter tank	Organic substances are decomposed by using anaerobic microorganisms in anaerobic condition.
Biological treatment	Moving bed tank	Organic substances are decomposed by microorganisms which is held with carrier in aerobic condition.
Biological treatment	Carrier filter tank	Through carrier filter tank, removal of small SS



Johkasou

2. Layout Design

➢ **Planned site :** 19 mW × 3.1 mL



Johkaso is installed underground



Installing Johkasou

Ingredient Contents per packet

*Products are not fixed yet and will be fixed after consumer test (this is based on current assumption)

		Volume (g)	%	Total Volume (g)
Noodle	Wheat flour	40.7	74%	55
	Palm oil	11.0	20%	
	Tapioca starch	2.75	5%	
	Salt	0.55	1%	
Seasoning	Powder(Shrimp, Chicken, Coconuts and so on)	3	23.1%	13
	Flavor Enhances(monosodium glutamate, disodium 5'-ribonucleotides)	1.5	11.5%	
	Sugar	1	7.7%	
	Salt	0.5	3.8%	
	Fish sauce / Soy sauce	1	7.7%	
	Seasoning Oil (Garlic, Lime, Sesame, Chili)	3	23.1%	
	Non dairy creamer	1	7.7%	
	Spice (Chili and so on)	1	7.7%	
	Other seasoning (citric acid, color, anticaking agent, sweetener and so on)	1	7.7%	
		68		**68**

Green Myanmar

Environmental Services Co., Ltd

No.115, Kanaung Min Thar Gyi Road Industrial Zone (1), Hlaing Thar Yar Industrial City, Yangon, Myanmar

Tel: 01-685572, 01-685571, 09-5081451, 09-5122448 E-mail: gmescompany@gmail.com

1st September 2016,

RE: ENVIRONMENTAL IMPACT ASSESSMENT (EIA) FOR THE INSTANT NOODDLE PROJECT, HLAINGTHAYA TOWNSHIP, YANGON

Green Myanmar Environmental Services Co., Ltd. GMES

To whom it may concern,

Green Myanmar Environmental Services Company (GMES) confirms that we are currently processing theEIA reports for the Instant Noodle Project in Hlaingthaya Township, Yangon on behalf of the Project Proponent (Liuvia Limited).

The project team is currently incorporating recently received information into the assessment and it is anticipated that the finalised report will be issued in the end of this fiscal year.

GMES also confirm that the EIA report is being prepared in conformance with the relevant requirements of the ENVIRONMENTAL IMPACT ASSESSMENT PROCEDURE, Ministry of Natural Resources and Environmental Conservation, Notification No. 616 / 2015 (29 December 2015) and the ADMINISTRATIVE INSTRUCTION OF ENVIRONMENTAL IMPACT ASSESSMENT PROCEDURE, Ministry of Natural Resources and Environmental Conservation (draft).

Your Faithfully,

On behalf of GMES

1/9/2016

Sein Thaung Oo
Chairman
Green Myanmar
Environmental Services Co., Ltd.

DRAFT

Allen&Gledhill

Draft 26/08/2016

Dated **[•]**

Lluvia Limited

and

Nissin Foods Holdings Co., Ltd.

JOINT VENTURE AGREEMENT

ALLEN & GLEDHILL (MYANMAR) CO., LTD.
NO. 05-03, UNION BUSINESS CENTRE (UBC)
NAT MAUK ROAD, BO CHO QUARTER
BAHAN TOWNSHIP, YANGON
MYANMAR

TABLE OF CONTENTS

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This Agreement is made on **[•]** (the "**Execution Date**") **between:**

(1) **Lluvia Limited** (Company Registration No. **[•]**), a company incorporated in the Republic of the Union of Myanmar and having its registered office at **[•]** ("**Lluvia**"); and

(2) **Nissin Foods Holdings Co., Ltd.** (Company Registration No. **[•]**), a company incorporated in Japan and having its registered office at **[•]** ("**Nissin**"),

(collectively, the "**Parties**" and each a "**Party**").

Whereas:

(A) Lluvia is engaged in food-related business such as flour-milling, beverage and logistics. Nissin is a pioneer and leading manufacturer in the instant noodles industry, with operations in Japan and throughout the world.

(B) Lluvia and Nissin believe that they can together, make significant contributions to the instant noodles market in Myanmar. Hence, Lluvia and Nissin intend to participate in a joint venture in relation to manufacturing, marketing, sales and distribution of bag-type instant noodles in Myanmar (the "**Business**") by setting up a private limited company tentatively named Sar Taw Kal Nissin Company Limited.

(C) The Parties are desirous of establishing a private limited company tentatively named "Sar Taw Kal Nissin Company Limited" in accordance with the laws of the Republic of the Union of Myanmar to carry out the Business in the manner contemplated under this Agreement (the "**Company**").

(D) The Parties have agreed to regulate the affairs of the Company and the respective rights and obligations of its Shareholders (as defined below) on the terms and subject to the conditions of this Agreement.

It is agreed as follows:

1. Definitions and Interpretation

1.1 In this Agreement (including the Recitals):

"**Appointed Valuer**" shall have the meaning ascribed to it in Clause 5.2.5;

"**Auditors**" means the auditors for the time being of the Company;

"**Board**" means the board of directors of the Company;

"**Business**" shall have the meaning ascribed to it in Recital (B);

"**Company**" shall have the meaning ascribed to it in Recital (C);

"**Companies Act**" means the Myanmar Companies Act (India Act VII 1914) and any amendment or replacement thereof;

“**Completion**” shall have the meaning ascribed to it in Clause 4.1;

“**Conditions Precedent**” shall have the meaning ascribed to it in Clause 4.3.1;

“**Constitution**” shall have the meaning ascribed to it in Clause 4.3.1;

“**Deed of Ratification and Accession**” means a deed in the form set out in Schedule 3;

“**DICA**” means the Directorate of Investments and Company Administration;

“**Directors**” means the directors from time to time of the Company, and “**Director**” means any one of them;

“**Encumbrances**” means any claim, charge, mortgage, security, lien, option, equity, power of sale, hypothecation or other third party rights, retention of title, right of pre-emption, right of first refusal or security interest of any kind;

“**Execution Date**” shall have the meaning ascribed to it in the Heading;

“**Government**” means the Government of Myanmar;

“**Insolvency Event**” means, with respect to a Shareholder, any of the following:

(i) a court of competent jurisdiction makes an order, or a resolution is validly and effectively passed, for the winding-up, dissolution or judicial management or administration of such Shareholder otherwise than in the course of reorganisation or restructuring;

(ii) any attachment, sequestration, distress, execution or other legal process is levied, enforced or instituted against the assets of such Shareholder and the same is not stayed, discharged, released or satisfied (as the case may be) within **[60]** days of such levy, enforcement or institution (as the case may be);

(iii) a liquidator, judicial manager, receiver, administrator, trustee-in-bankruptcy, custodian or other similar officer has been appointed (or a petition for the appointment of such officer has been presented) in respect of any assets of such Shareholder and the same is not stayed, discharged, released or satisfied (as the case may be) within **[60]** days of such appointment or presentation of petition (as the case may be); and

(iv) such Shareholder convenes a meeting of its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of, its creditors;

“**Intellectual Property**” means trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, semi-conductor topography rights, database rights and all other similar rights in any part of the world (including Know-how) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations; “**Lluvia Marks**” means the name, mark(s), service mark(s) or logo(s) of

Lluvia, as set out in Schedule **[•]**;

"**Management Team**" shall have the meaning ascribed to it in Clause 11.1;

"**MIC**" means the Myanmar Investment Commission;

"**Moratorium Period**" shall have the meaning ascribed to it in Clause 8.1;

"**Myanmar**" means the Republic of the Union of Myanmar;

"**Nissin Marks**" means the name, mark(s), service mark(s) or logo(s) of Nissin, as set out in Schedule **[•]**;

"**Officer**" shall have the meaning ascribed to it in Clause 14.1;

"**Person**" means any individual, firm, partnership, joint venture, corporation, limited liability company, trust, estate, unincorporated organization, association, institution, or other entity, including any relevant governmental or quasi-governmental authority (or any department, agency or political subdivision thereof;

"**Products**" means all bag-type instant noodles produced by the Business and any other products produced by the Company;

"**Product Marks**" means (i) the marks, service marks, business names and logos in respect of this joint venture, and (ii) the marks, service marks, business names and logos in respect of the Products and which may be agreed between the Parties from time to time, and any reference to the "**Product Mark**" shall include a reference to any one of them;

"**Production Manager**" shall have the meaning ascribed to it in Clause 5.3.3(v);

"**Relevant Authority**" means all the Government bodies, authorities, organizations and statutory boards of Myanmar which are empowered by the laws of Myanmar to enforce the laws, monitor and issue licenses, permits and approvals as are required by the laws for the Business to exist and to carry on operations;

"**Reserved Matters**" shall have the meaning ascribed to it in Clause 7.2;

"**Shares**" means the ordinary shares in the issued share capital of the Company and "**Share**" means any of them;

"**Shareholders**" mean Lluvia and Nissin and any other Person holding Shares who becomes a member of the Company and who agrees to be bound by the provisions of this Agreement through the execution of the Deed of Adherence, and "**Shareholder**" means any of them;

"**Shareholders Meeting**" means a meeting of the Shareholders;

"**Shareholding Proportion**" shall have the meaning ascribed to it in Clause 3.2.2;

"**Taxation**" or "**Tax**" means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and in respect of any person and all penalties, charges, costs and interest relating thereto;

"**Tax Authority**" means any taxing or other authority competent to impose any liability in respect of Taxation or responsible for the administration and/or collection of Taxation or enforcement of any law in relation to Taxation; and

"**US$**" or "**US Dollars**" means the lawful currency of the United States of America.

1.2 **Affiliate and Control**: The word "**affiliate**" means, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, such person (for the avoidance of doubt, Mitsubishi Corporation is regarded as an affiliate of Lluvia). The word "**control**" (including its correlative meanings, "**controlled by**", "**controlling**" and "**under common control with**") shall mean, with respect to a corporation, the right to exercise, directly or indirectly, more than 50 per cent. of the voting rights attributable to the shares of the controlled corporation and, with respect to any person other than a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.

1.3 **Subordinate Legislation**

References to a statutory provision include any subordinate legislation made from time to time under that provision.

1.4 **Modification etc. of statutes**

References to a statute or statutory provision include that statute or provision as from time to time modified or re-enacted or consolidated whether before or after the date of this Agreement, so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into in accordance with this Agreement and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision (as from time to time modified or re-enacted or consolidated which such provision has directly or indirectly replaced) provided that nothing in this Clause shall operate to increase the liability of any Party beyond that which would have existed had this Clause been omitted.

1.5 **Clauses, Schedules, etc.**

References to this Agreement include any Recitals and Schedules to this Agreement as from time to time amended and references to Clauses and Schedules are to clauses of, and schedules to this Agreement.

1.6 **Headings**

Headings shall be ignored in construing this Agreement.

1.7 Information

Any reference to books, records or other information means books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm.

2. Representations and Warranties

Each of the Parties warrants and undertakes to the other Party that:

2.1 it is a legal person duly incorporated and duly registered under the relevant laws of its jurisdiction;

2.2 it has the right, capacity and authority to enter into this Agreement and its execution and delivery of this Agreement, and the performance of the same will not contravene any agreement, investment or other form of commitment to which it is also bound; and

2.3 the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate and other actions of such party under all of the laws and regulations applicable to it, and this Agreement constitutes valid and legally binding obligations enforceable against it.

3. The Company

Purpose of the Company

3.1.1 The Parties shall procure that the Company shall engage in the Business and subject to the other terms and conditions of this Agreement, such other businesses as may from time to time be approved by the Shareholders.

3.1.2 Without binding the Parties, the Parties intend to negotiate a separate joint venture agreement where it is envisaged that Nissin shall be the majority shareholder, in relation to manufacturing, marketing, sales and distribution of cup-type instant noodles in Myanmar, on terms to be mutually agreed.

3.2 Capital

3.2.1 The authorised share capital of the Company shall be US$**[7,083,333]** divided into **7,083,333** Shares, at a part value of US$**1.00 (one US Dollar)** per Share, with each Share having full voting rights.

3.2.2 On incorporation of the Company, each Party shall initially subscribe for Shares and pay the corresponding subscription monies to the Company in the following proportions (the "**Shareholding Proportion**"):

Shareholder	Number of Shares	Shareholding Proportion
Lluvia	**127,515** Shares shall be fully paid	85.01 per cent.
Nissin	**22,485** Shares shall be fully paid	14.99 per cent.

[A&GM Comment: ***At formation of the Company, the Parties will be required to capitalise the Company with the minimum capital requirement of such a company, i.e. US$150,000. The obligation for the remainder of the capital injection can take place once the Conditions Precedent are fulfilled.*****]**

4. Completion

4.1 Further Capital Contribution

Further to the initial capital already contributed by the Parties as referred to in Clause 3.2.2, *upon request by the Company,* each Party shall contribute further capital to the Company which contribution shall be provided by the respective Parties in accordance with their respective Shareholding Proportions as follows:

Shareholder	Capital Injection	Number of New Shares Subscribed For
Lluvia	US$**5,894,026**	**5,894,026** Shares shall be fully paid
Nissin	US$**1,039,307**	**1,039,307** Shares shall be fully paid

4.2 Subscription of Shares

Subscription of Shares and payment of further capital contribution provided in Clause 4.1 by the Parties ("**Completion**") shall, subject to the satisfaction or waiver by the Parties of the Conditions Precedent set out in Clause 4.3, on or before Completion, take place at such time and place as the Parties shall agree.

4.3 Conditions Precedent

4.3.1 Completion is conditional on the fulfilment of the following conditions (the "**Conditions Precedent**"):

(i) approval from the MIC with respect to the incorporation and operation of the Company **[(prior to obtaining such approval, Lluvia shall obtain consent from Nissin with respect to contents of the Memorandum of Association and Articles of Association of the Company (collectively, the "Constitution"); provided, however, that such consent from Nissin shall not be unreasonably withheld so long as the contents of the Constitution are consistent with the provisions of this Agreement and being mindful of the regulatory constraints relating to the Constitution in Myanmar;)] [A&GM Comment:** ***All Myanmar companies are required to incorporate with a standard Memorandum and Articles of Association. Any deviation will need to be approved by the Companies Registration Office which, in our experience, they are reluctant to agree to if the deviations are substantial. Please let us know what sort of amendments are envisaged to be made to the Company's Constitution.*****]**

(ii) Parties to obtain permits, licenses and other approvals necessary for the incorporation of the Company; and

(iii) [agreement on the basic terms of distribution agreement between Lluvia and the Company that is reasonably satisfactory to Nissin (however, the Parties shall not unreasonably refuse the agreement).]

5. The Conditions may be waived in whole or in part by Nissin.Shares

5.1 Increases in Capital

5.1.1 Each of the Shareholders shall exercise its voting rights for the time being in the Company and take such steps as for the time being lie within its powers to procure that the issue of any unissued shares or of any new Shares from time to time created shall, before issuance, be offered for subscription in the first instance to such persons as at the date of the offer are registered as shareholders of the Company in proportion as nearly as practicable to their respective current shareholding proportion.

5.1.2 If a Shareholder declines to contribute additional equity (the "**Declining Shareholder**") following an offer as described in Clause 5.1.1 above: (i), the other Shareholder shall be entitled to subscribe for some or all of the Shares not taken up by the Declining Shareholder or offer any Shares not taken up by the Declining Shareholder to a third party on terms and conditions not more favourable than those offered to the Declining Shareholder; and (ii) such Declining Shareholder agrees that its current shareholding proportion shall be diluted.

5.2 Nissin's Call Option

5.2.1 Notwithstanding anything contained in this Agreement, Nissin shall, subject to approval of any Relevant Authority, be granted an irrevocable option (the "**Call Option**") to subscribe for additional shares equivalent to, up to 34.01 per cent of the total issued, subscribed and paid-up share capital of the Company as at the latest date when the Shareholding Proportion of Lluvia and Nissin was 85.01 per cent (Lluvia) and 14.99% (Nissin), respectively such that Nissin shall have a new shareholding proportion where Nissin has 49 per cent of the Shares. (the "**Call Option Shares**"). For the avoidance of doubt, the Call Option shall continue to exist even after the shareholding ratio of Lluvia and Nisshin and total issued, subscribed and paid-up share capital of the Company changes.

5.2.2 Nissin may exercise the Call Option for the Call Option Shares at any time within the five years following date of **[first shipment of the Products by the Company]** (the "**Call Option Period**") and the amount of Call Option Shares for each instance the Call Option is exercised shall not be less than 10 per cent. of the total issued, subscribed and paid-up share capital of the Company.

5.2.3 The Call Option shall be exercised by Nissin, by serving a notice to the Company (the "**Call Notice**"). The Call Notice shall set out the Shareholding Proportion that Nissin wishes to obtain. Upon receiving the Call Notice, (i) Lluvia shall determine the acquisition mode as per section 5.2.4 for the Call Option, and (ii) the Company shall promptly obtain necessary approvals from any Relevant Authority, including MIC and DICA. The date for completion of the purchase or subscription (as the case may be) of the Call Option Shares, shall in no event be later than twenty Business Days from the date necessary approvals are obtained from the Relevant Authority ("**Call Option Completion Date**"). Nissin shall be responsible for legal or professional fees (if applicable) to obtain such Regulatory Approvals

5.2.4 Lluvia shall determine whether the Call Option be exercised via issuing new shares of the JV or via purchasing shares from Lluvia. If the shares are purchased from Lluvia, Nissin shall be responsible for any applicable duties and taxes applicable to the transaction.

5.2.5 The price payable by Nissin for the Call Option Shares shall be the higher of the investment cost and the fair market value, of each Call Option Share (the "**Call Option Price**") as at the date of the Call Notice. The fair market value shall be determined by a professional valuer (the "**Appointed Valuer**") appointed from one of the "Big Four" accounting firms as to be mutually agreed by Lluvia and Nissin. The cost of the valuation shall be shared equally by both Parties. However, if the Call Option is exercised multiple times, the cost of the valuation for the second and subsequent instances the Call Option is exercised will be paid for by Nissin.

5.2.6 For the purpose of this section, the "Investmentinvestment Cost" shall mean the amount of capital that has been contributed to the Company to the date the Call Option is exercised regardless how the capital has been contributed.

5.2.7 The closing of any transfer of the Call Option Shares shall be held at the registered office of the Company on the Call Option Completion Date or at such other place as the Parties may agree in writing. At such closing, the Parties shall execute, or procure the execution of any documents as may be required to effect the transfer of the Call Option Shares.

5.2.8 If the Parties agree to enter into a separate joint venture aJoint Venture greement for cup-type noodles pursuant to Clause 3.1.2,, the Parties agree that Lluvia (and Mitsubishi Corporation) shall be granted a call option reciprocal to the Call Optionoption being granted to Nissin under this Clause 5.2..

5.3 Shareholders' Obligations

5.3.1 In consideration of the mutual obligations of the Shareholders herein contained, and except as the Shareholders may otherwise agree in writing or save as otherwise provided or contemplated in this Agreement, each of the Shareholders shall exercise its voting rights and powers available to it to ensure that:

(i) the Company carries on its Business and conducts its affairs in a proper and efficient manner and for its own benefit and that the Business is conducted to the highest standards with the manufacturing facility aiming to achieve "Hazard Analysis and Critical Control Points" standards;

(ii) the Company, and the Directors appointed by that Shareholder under Clause 6, will comply with the provisions of this Agreement and the Constitution and will act in such manner as to achieve the full intent and purpose of this Agreement;

(iii) the Business of the Company shall be carried on pursuant to the policies set out herein or laid down from time to time by the Board, which shall hold Board meetings in accordance with Clause 6 and the Constitution;

(iv) the Company shall keep full and proper accounting records in accordance with generally accepted accounting principles relating to its business, undertakings and affairs, which records shall be made available at all reasonable times for inspection by the Directors and/or the Shareholders by prior appointment during office hours; and

subject to any approvals required by any Relevant Authorities, target commencement of the Business is by the second quarter of 2017.

5.3.2 Lluvia's Obligations

Lluvia shall:

(i) be entitled to appoint the Management Team members pursuant to Clause 11 who shall be in charge of the management of the day-to-day operations of the Company;

(ii) share the business plan concerning the Business with Nissin in a timely manner and shall consult with Nissin before making any material change to such business plan;

(iii) provide distribution, marketing and sales support for the Products;

(iv) provide raw material procurement support for the Products;

(v) assist in arranging for the leasing of the manufacturing site and building;

(vi) enter into a mutually agreeable trademark licensing agreement with the Company; and

(vii) exercise its voting rights in the Company to procure that the Company monitors and uses commercially reasonable efforts to prevent any parallel export of the Company's Products from Myanmar to other countries.

5.3.3 Nissin's Obligations

Nissin shall:

(i) monitor and use commercially reasonable efforts to prevent parallel import of Nissin's products in Myanmar, which are not imported by Lluvia or the Company;

(ii) provide manufacturing support including quality assurance and quality control advice;

(iii) enter into a mutually agreeable technology transfer arrangement with the Company regarding the manufacturing of bag-type instant noodles;

(iv) assist in product development upon request of the Company; and

(v) dispatch a full-time person who shall be in charge of production and who shall be experienced and capable to undertake such position (the "**Production Manager**") in the Company. The Production Manager shall work under the supervision of the Factory Manager.

6. Management

6.1 Number

Unless otherwise unanimously agreed upon by the Shareholders in writing, the Board shall consist of not more than six Directors.

6.2 Composition

6.2.1 The Board shall initially comprise:

(i) four persons appointed by Lluvia (each such person, a "**Lluvia Director**");

(ii) one person appointed by Nissin (each such person, a "**Nissin Director**"), provided always that Nissin's Shareholding Proportion is at least 14.99 per cent; and

(iii) the Chairman of the Board who shall be appointed by Lluvia out of one of the Lluvia Directors.

6.2.2 In the event that Nissin increases its Shareholding Proportion to at least 33.33 per cent and maintains such Shareholding Proportion, Nissin shall be entitled to appoint one additional Director. In the event that Nissin is entitled to appoint one additional Director, the Board shall comprise of four Lluvia Directors and two Nissin Directors.

6.2.3 Lluvia shall ensure that the Lluvia Directors do everything required to register any appointment, resignation and removal of any Nissin Director with DICA as soon as possible, and Nissin shall ensure that the Nissin Directors do everything required to register any appointment, resignation and removal of any Lluvia Director with DICA as soon as possible.

6.3 Right of Appointment and Removal

The right of appointment conferred on a Shareholder under Clause 6.2 shall include the right of that Shareholder to remove at any time from office such person appointed by that Shareholder as a Director and the right of that Shareholder at any time and from time to time to determine the period during which such person shall hold the office of Director.

6.4 Notice in Writing

Each appointment or removal of a Director pursuant to this Clause 6 shall be in writing and signed by or on behalf of the Shareholder concerned and shall be effective upon delivery of such notice to the registered office for the time being of the Company.

6.5 Further Director

Whenever for any reason a person appointed by a Shareholder ceases to be a Director, that Shareholder shall be entitled to appoint forthwith another Director.

6.6 Alternate Director

6.6.1 Subject to Companies Act, a Director may at any time by writing under his hand and deposited at the registered office of the Company appoint any person to act as his alternate and may in like manner at any time terminate such appointment.

6.6.2 Such alternate director shall be entitled while holding office as such to receive notices of meetings of the Board and to attend and vote as a Director at any such meetings at which the Director appointing him is not present and generally to exercise all the powers, rights, duties and authorities and to perform all functions

of his appointer as the Director appointing him (except the power to appoint an alternate director) and to sign any resolution in accordance with the provisions of the Constitution. Further, such alternate director shall be entitled to exercise the vote of the Director appointing him at any meetings of the Board and if such alternate director represents more than one Director such alternate director shall be entitled to one vote for every Director he represents.

6.6.3 The appointment of an alternate director shall *ipso facto* determine on the happening of any event which if he were a Director would render his office as a Director to be vacated and his appointment shall also determine *ipso facto* if his appointer ceases for any reason to be a Director.

6.7 Meetings of Directors

6.7.1 The Directors shall hold meetings of the Directors at least once every quarter at a time and location determined by the Chairman in Yangon, Myanmar or at such other time, place and frequency as the Board may decide from time to time.

6.7.2 Each of the Directors shall be entitled to receive not less than 14 days' written notice of all meetings of the Directors (or such shorter period of notice in respect of any particular meeting as may be agreed jointly by all the Directors) specifying the date, time and place of the meeting and the business to be transacted thereat.

6.7.3 The quorum at a meeting of Directors necessary for the transaction of any business of the Company shall be at least two Directors comprising at least one Lluvia Director and one Nissin Director. In the event that the first meeting of Directors duly convened cannot be held for lack of quorum, tmeeting shall be adjourned to the same time and day of the following week and at the same place and at least three days' notice shall be given to the Directors in relation to such adjourned meeting. The quorum for such adjourned meeting shall be any three Directors.

6.7.4 All resolutions of the Directors at a meeting or adjourned meeting of the Directors shall be adopted by a simple majority vote of the Directors present either in person or via proxy, each Director holding one vote each except for the following matter which shall require the consent of the directors from both of Nissin and Lluvia to the extent Nissin maintain at least 14.99% share percentage:

(i) Decision-making to produce Lluvia branded or Nissin branded products.

6.7.5 Subject always to Clause 6.7.4, a resolution made in writing, including via electronic means, approved by all the Directors for the time being or their alternates shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted. Any such resolution may consist of several documents in like form, each signed by one or more of the Directors, all of which together shall be deemed to be one and the same instrument signed by all the Directors. The expressions "in writing" and "signed" include approval by wireless or facsimile transmission.

6.7.6 The Directors may participate in a meeting of the Directors by means of a telephone conference or a video conference or similar communications equipment by which all persons participating in the meeting are able to hear and be heard by all other participants without the need for a Director to be in the physical presence of another Director(s) and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting. The Directors participating in any such meeting shall be counted in the quorum for such meeting and subject to there being a requisite quorum under Clause 6.7.3 at all times during such meeting, all resolutions agreed by the Directors in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Directors duly convened and held. A meeting conducted by means of a conference telephone or a video conference or similar communications equipment as aforesaid is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting was at that place for the duration of the meeting.

6.7.7 Minutes of all meetings of the Directors shall be recorded in the English language.

6.8 Decisions of the Board

Subject always to Clause 6.7.4, the Board shall be entitled to make decisions on the running of the Business including, without limitation the following matters:

6.8.1 selection and purchase of noodle machines the price which exceed a prior mutually agreed threshold;

6.8.2 decisions on new Products and decisions to alter any significant parts of the Products;

6.8.3 in the event there is unreasonable delay in obtaining internal approval of either the Company or Nissin on Product development as set out in Clause 18.3, the Board shall be entitled to make the final decision after sincere discussions between Nissin and the Company; and

6.8.4 construction and manufacturing-related decisions involving the manufacturing facility and the land on which the manufacturing facility is located.

7. Shareholders' Meetings

7.1 Quorum and Voting

7.1.1 Unless longer notice is required by law, each Shareholder shall be entitled to receive not less than 30 days' written notice of all general meetings (or such shorter period of notice in respect of any particular meeting as may be agreed by all the Shareholders) specifying the date, time and place of the meeting and the business to be transacted thereat.

7.1.2 The quorum at a general meeting, or adjourned meeting, of the Company necessary for the transaction of any business of the Company shall be any two

Shareholders present in person or by proxy, including the corporate representative of each of Lluvia and Nissin. In the event that a general meeting of the Company duly convened cannot be held for lack of a quorum, the meeting shall be adjourned to the same time and day of the following week and at the same place and at least three days' notice shall be given to the Shareholders in relation to such adjourned meeting. In the event that a general meeting duly convened cannot be held for lack of quorum, subject to applicable laws and regulations, the quorum for such adjourned general meeting shall be met by Shareholder(s) holding a majority of the Shares.

7.1.3 Subject to any additional requirements specified by the Companies Act and Clause 7.2, all resolutions of the Shareholders shall be adopted by a simple majority vote of the Shareholders present and voting and on the basis that each Share will carry one vote.

7.1.4 A resolution made in writing, including via electronic means, approved by all the Shareholders shall be as valid and effectual as if it had been passed at a general meeting duly called and constituted, provided however, that all Reserved Matters must be approved and signed by all Shareholders in order to be valid and effective. Any such resolution may consist of several documents in like form, each signed by one or more of the Shareholders, all of which together shall be deemed to be one and the same instrument signed by all the Shareholders. The expressions "in writing" and "signed" include approval by wireless or facsimile transmission.

7.1.5 The Shareholders may participate in a general meeting by means of a telephone conference or a video conference or similar communications equipment by which all persons participating in the meeting are able to hear and be heard by all other participants without the need for a Shareholder to be in the physical presence of another Shareholder(s) and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting. The Shareholders participating in any such meeting shall be counted in the quorum for such meeting and subject to there being a requisite quorum under Clause 7.1.2 at all times during such meeting, all resolutions agreed by the Shareholders in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Shareholders duly convened and held. A meeting conducted by means of a conference telephone or a video conference or similar communications equipment as aforesaid is deemed to be held at the place agreed upon by the Shareholders attending the meeting, provided that at least one of the Shareholders present at the meeting was at that place for the duration of the meeting.

7.1.6 Minutes of all meetings of the Shareholders shall be recorded in the English language.

7.2 Reserved Matters

Subject to Nissin maintaining a Shareholding Proportion of at least 14.99 per cent., the Shareholders hereby undertake to and with each other that none of the reserved matters

set out in Schedule 2 (the "**Reserved Matters**") shall be taken by the Company unless with the prior written approval of Nissin and Lluvia.

8. Transfer of Shares

8.1 Moratorium on Transfer

Notwithstanding anything contained in this Agreement or the Constitution, each Shareholder agrees that it will not, without the prior written consent of the other Shareholders, transfer all or any part of the Shares held by it for the time being to any person within a period of three years after the date of this Agreement (the "**Moratorium Period**").

8.2 Restriction on Transfer

8.2.1 No Shareholder shall transfer all or any part of the Shares held by it or otherwise sell, dispose of or deal with all or any part of its interest in such Shares unless and until the rights of pre-emption conferred by this Clause 8.2 have been exhausted.

8.2.2 No Shareholder shall, without the prior written consent of the other Shareholders, create or have outstanding any Encumbrance on or over any of its Shares or any part of its interest in such Shares (otherwise than by a transfer of such Shares in accordance with this Agreement).

8.2.3 After the Moratorium Period, every Shareholder who desires to transfer any Share or Shares (the "**Transferor**") shall give to the Company and the Shareholders other than the Transferor (the "**Other Shareholders**") notice in writing of such desire (a "**Transfer Notice**"), which notice shall specify:

(i) the number of Shares proposed to be sold and transferred (the "**Sale Shares**");

(ii) the price fixed by the Transferor for the sale of each such Sale Share (the "**Transferor's Price**");

(iii) the other terms and conditions of such sale (if any) (the "**Prescribed Terms**"); and

(iv) the identity of the person to whom the Transferor proposes to transfer such Shares (the "**Buyer**").

8.2.4 Subject as hereinafter mentioned, a Transfer Notice shall constitute an offer by the Transferor for the sale of the Sale Shares to the Other Shareholders at the Transferor's Price and on the Prescribed Terms (if any). Subject to Clause 8.2.7, a Transfer Notice shall not be revocable except with the sanction of the Board.

8.2.5 The Company shall forthwith by notice in writing inform the Other Shareholders of the number and price of the Sale Shares and invite the Other Shareholders to apply in writing to the Company within two months of the date of dispatch of the

notice (which date shall be specified therein) for such maximum number of the Sale Shares (being all or any thereof) as it shall specify in such application.

8.2.6 If the Other Shareholders shall within the said period of two months apply for all or (except where the Transfer Notice provides otherwise) any of the Sale Shares, the Board shall allocate the Sale Shares (or so many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro-rata (as nearly as possible) to the paid amount of the existing Shares held by the applicants as nearly as the circumstances admit provided that no applicant shall be obliged to take more than the maximum number of Sale Shares specified by it as aforesaid; and the Company shall forthwith:

(i) give notice of such allocations (an "**Allocation Notice**") to the Transferor and to the Other Shareholders to whom the Sale Shares have been allocated and shall specify in such Allocation Notice the place and time (being subject to the Shareholders having obtained the requisite approvals under Clause 8.7) at which the sale and purchase of the Sale Shares so allocated shall be completed; or

(ii) if none of the Other Shareholders have applied for the Sale Shares, give notice of the same (a "**Non-Allocation Notice**").

8.2.7 If a Non-Allocation Notice is given by the Company or if the Other Shareholders do not, on a collective basis, apply to purchase all the Sale Shares, the Transferor shall, subject to Clause 8.2.9, be entitled to sell such Sale Shares not applied to purchase by the Other Shareholders, in accordance with, and within the two-month period specified in, Clause 8.2.9.

8.2.8 Subject to Clause 8.2.7 and the requirements of any approval granted in accordance with Clause 8.7, the Transferor shall be bound to transfer the Sale Shares comprised in an Allocation Notice to the purchasers named therein at the time and place therein specified by the delivery of duly executed transfer forms together with the relative share certificates in respect of such Sale Shares and, if required by the purchasers, the Stamp Duty Documents and, if it shall fail to do so, a person appointed by the Board shall be deemed to have been appointed attorney of the Transferor with full power to execute, complete and deliver, in the name and on behalf of the Transferor, transfers of the Sale Shares to the purchaser thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon its name being entered in the register of members of the Company as the holder by transfer of the Sale Shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Transferor.

8.2.9 During the six months following the date of the issuance of the requisite approvals in accordance with Clause 8.7 for the transfer of the Sale Shares as indicated in the Allocation Notice or the Non-Allocation Notice (as the case may be), the

Transferor shall be at liberty to transfer any Sale Share not purchased by the Other Shareholders (or where Clause 8.2.7 applies, all of the Sale Shares) to the Buyer and to no other party and at such price being no less than the Transferor's Price and on terms not more favourable than the Prescribed Terms (if any), except that the Transferor may provide representations, warranties, covenants and indemnities customary for such transfer to the Buyer.

8.3 Permitted Transfers

8.3.1 The restrictions on transfer of Shares contained in Clauses 8.1 and 8.2 shall not apply, and Clauses 8.4 and 8.5 shall also not apply, in the case of a transfer of any or all of the Shares owned by a Shareholder to an affiliate of such Shareholder (each, a "**Permitted Transferee**").

8.3.2 If however at any time after a transfer of Shares is effected by a Shareholder to its Permitted Transferee, such transferee ceases to be a Permitted Transferee of the transferring Shareholder, it shall be the duty of the transferring Shareholder and such transferee to notify the Board in writing that such event has occurred and both the transferring Shareholder and such transferee shall jointly and severally undertake to procure and ensure that all (and not some only) of the Shares held by such transferee are immediately transferred to the transferring Shareholder or another Permitted Transferee of the transferring Shareholder.

8.4 Tag-Along Right

8.4.1 In the event Lluvia, after having first complied with the provisions of Clause 8.2 desires to transfer any Shares to the Buyer or another Shareholder (the Buyer or such purchasing Shareholder, the "**Tag-Along Purchaser**") such that Lluvia's Shareholding Proportion will be less than 50 per cent., Lluvia shall give notice in writing (the "**Tag-Along Notice**") to the other Shareholders of such desire. The Tag-Along Notice shall specify the name of the Tag-Along Purchaser to whom the Lluvia proposes to transfer such Shares, the number and class of Shares proposed to be transferred (the "**Tag-Along Shares**"), the price and other terms and conditions of such transfer and enclose an offer (the "**Tag-Along Offer**") dated the date of the Tag-Along Notice made by the Tag-Along Purchaser to the other Shareholders to purchase the Shares held by the other Shareholders at such time, on the basis that the number of Tag-Along Shares which Lluvia shall sell, and the number of Shares that the other Shareholders shall sell, shall be pro rata (based on their respective Shareholding Proportions) the number of Shares agreed to be purchased by the Tag-Along Purchaser, and on terms and conditions (including price) no less favourable to the other Shareholders than those available to Lluvia. Each other Shareholder (if it so desires) may accept the Tag-Along Offer made to it by serving on the Tag-Along Purchaser (with a copy to Lluvia) notice in writing of its acceptance within 30 days of the date of the Tag-Along Offer.

8.4.2 If any other Shareholder accepts the Tag-Along Offer within the said 30-day period, completion of the sale and purchase of the relevant number of Shares held by such other Shareholder and completion of the sale and purchase of the

relevant number of Shares held by Lluvia shall take place within 14 days of obtaining necessary approvals are obtained from the Relevant Authority.

8.5 Drag-Along Right

8.5.1 Lluvia shall be entitled if it wishes to sell not less than 50 per cent. of its Shares in the Company, after having first offered its Shares (the “**Lluvia’s Majority Shares**”) to the other Shareholders (the “**Dragged-Along Shareholders**”) in compliance with the provisions of Clause 8.2 and provided that the Dragged-Along Shareholders do not apply to purchase all (but not less than all) of Lluvia’s Majority Shares in accordance with such provisions, to sell to a third party (the “**Drag-Along Purchaser**”) all (but not less than all) of the Lluvia’s Majority Shares and, in addition, to, by notice in writing (the “**Drag-Along Notice**”) to all Dragged-Along Shareholders, require the Dragged-Along Shareholders to sell to the Drag-Along Purchaser the number of Shares that the Drag-Along Purchaser wishes to purchase in excess of Lluvia’s Majority Shares (the “**Excess Shares**”) and, among the Dragged-Along Shareholders, the number of Excess Shares which they each shall sell shall be pro-rated accordingly to their respective Shareholding Proportions. The Dragged-Along Shareholders shall be bound to sell such pro rata share of the Excess Shares if the terms and conditions (including price) are no less favourable to the Dragged-Along Shareholders than those offered to Lluvia.

8.5.2 Completion of the sale and purchase of the Shares held by the Lluvia (i.e., the Lluvia’s Majority Shares), and completion of the sale and purchase of the relevant number of Shares held by the Dragged-Along Shareholders (i.e., the Excess Shares) shall take place within 14 days necessary approvals are obtained from the Relevant Authority.

8.6 Conditions of Transfers

Notwithstanding anything contained in this Agreement, the Company shall not register any transfer of its Shares unless and until:

8.6.1 the MIC and all other Relevant Authorities have extended their approval for the transfer of the Shares to the relevant transferee and the terms and conditions upon which the transfer is to take place;

8.6.2 all stamp duties payable in respect of the transfer of the Shares have been paid;

8.6.3 where Shares are transferred to any transferee, such transferee (if not already party to this Agreement) executes and delivers to each of the other Shareholders a Deed of Ratification and Accession under which such transferee shall agree to be bound by and shall be entitled to the benefit of this Agreement as if an original party hereto in place of, or in addition to, the transferring Shareholder;

8.6.4 upon the delivery to the Company of such Deed of Ratification and Accession executed by such transferee and the registration of the Shares in the name of

such transferee, such transferee shall be bound by and shall be entitled to the rights and benefits of this Agreement in respect of such Shares; and

8.6.5 the transferring Shareholder shall transfer to the transferee, and the transferee shall accept the transfer of, a proportion of the shareholders' loan (if any) extended by the transferring Shareholder to the Company and owed to it as at the date of such Share transfer (the "**Transferring Shareholder's Loan**"), equal to the proportion which the number of Sale Shares and the subject of such Share transfer shall bear to the aggregate number of Shares held by the transferring Shareholder immediately prior to such Share transfer. For the avoidance of doubt, the expression "**transfer of the Transferring Shareholder's Loan**" and its variations read in the context of this Clause 8.6.5 means the novation of the Transferring Shareholder's Loan by the transferring Shareholder, the transferee and the Company pursuant to which:

(i) the transferee agrees with the transferring Shareholder and the Company to pay to the transferring Shareholder the aggregate amount of the Transferring Shareholder's Loan and any applicable interest thereon outstanding to the transferring Shareholder at the date of the said novation;

(ii) the Company agrees with the transferee and the transferring Shareholder to repay the Transferring Shareholder's Loan aforementioned together with any applicable interest thereon to the transferee instead of the transferring Shareholder; and

(iii) the transferring Shareholder shall release and discharge the Company from its obligations to repay the Transferring Shareholder's Loan together with any applicable interest thereon to the transferring Shareholder.

8.7 Approval for Transfer

8.7.1 A transfer of Shares (including but not limited to transfers of Shares pursuant to Clauses 5.2, 8.1, 8.2, 13.4 and 14.3) howsoever caused or effected shall be subject at all times to the laws of Myanmar and the approval of the Relevant Authorities (where necessary and including without limitation MIC and DICA).

8.7.2 The Shareholders shall, as soon as practicable, use their best endeavours to obtain all necessary approvals from the Relevant Authorities (as may be required by the laws of Myanmar) as well as all necessary consents required by any other Person to effect any transfer of Shares in accordance with this Agreement (including but not limited to transfers of Shares pursuant to Clauses 5.2, 8.1, 8.2, 13.4 and 14.3).

8.8 Void Transfers

Any transfer of Shares that is not made in substantial compliance with the provisions of this Clause 8 shall be null and void.

9. Non-Competition

9.1 Subject to the Clause 5.3.3(i), each Shareholder shall not, and shall procure that its Associates shall not (whether alone or jointly with another and whether directly or indirectly) for so long as it shall hold any Shares and for a period of one year after the Shareholder ceases to hold any Shares :

9.1.1 engage, be employed or be interested directly or indirectly in any business within the Restricted Territory which is similar to or competing with the Restricted Business; or

9.1.2 carry on for its own account either alone or in partnership, any business within the Restricted Territory which is similar to or competing with the Restricted Business; or

9.1.3 assist with technical advice any person, firm or company engaged or about to be engaged in any business within the Restricted Territory which is similar to or competing with the Restricted Business; or

9.1.4 solicit in the Restricted Territory in competition with the Restricted Business, the custom of any person, firm or company, who, at any time during the period it held any shares in the issued share capital of the Company, was a customer of the Company.

9.2 For the avoidance of doubt, this Clause 9 shall not apply to any Existing Business of Lluvia, Nissin, Diamond Star Co., Ltd. or Mitsubishi Corporation and any of its Associates (including any of Nissin's products currently being distributed in the Restricted Territory). "Existing business" shall mean any business which is being conducted as of the date of this Agreement.

9.3 All bag type Nissin products to be imported and sold in the Restricted Territory shall go through the Company. For existing Nissin Business comprising of bag-type products being distributed in the Restricted Territory, Nissin shall transfer such business to the Company within [12] months from the date of this Agreement.

Nissin shall give Lluvia (or its Associates) the exclusive right to distribute the Nissin import products within the Restricted Territory under an agency model as a sole distributor in the Restricted Territory for two years from the date of **[this Agreement]** pursuant to reasonable terms and conditions

Subsequently, if Lluvia (or its Associates) continues to meet key performance indicators as mutually agreed between the Parties, it shall have the right to continue to distribute the Nissin import products. If Lluvia (or its Associates) fails to meet the key performance indicators, then Nissin ,may engage the Company to choose an alternative distributor to distribute the Existing Nissin Products in the Restricted Territory.

If any imported Nissin products, including any products which are currently being imported into the Restricted Territory by Nissin or through other existing arrangements under section

9.2, are in Competition (as defined below in Section 9.5) with the Company's own Products within the Restricted Territory, Nissin shall stop selling such products, either directly or indirectly, in the Restricted Territory over a period of **[6]** months **[from the date of production by the Company of the competing product.]** . .

9.4 If the Company wishes to export the Products outside of the Restricted Territory, the Company shall consult with Nissin before the Company makes any such exports. Furthermore, if the Company's Products to be exported are deemed to be in Competition in such territory where the Products are exported and where Nissin has an Associate, the Company shall stop the export of such products to such territory, both directly and indirectly.

9.5 For the purposes of section 9, a product is in "Competition" with another product if: (

A) both Parties agree that the products are in Competition, or

(B) (i) (the product is bag-type instant noodles, and (with respect to import of products to Myanmar) and (ii) an independent researcher appointed by both Parties finds that the products are in Competition based on the similarity in taste and price point with the average Myanmar consumer.

9.6 For the purpose of this Clause 9,

9.6.1 "**Associates**" means with respect to each Party, any companies or individuals (i) which is an affiliate of such Party; or (ii) in which the Party or its affiliate has a veto power (or any other power or right to prevent a proposed action) on such Associate's proposal to conduct a new business;

9.6.2 "**Restricted Business**" means the manufacturing of (i) bag-type instant noodles; and (ii) cup-type instant noodles. For the avoidance of doubt, instant noodles includes: (i) wheat flour noodle such as ramen, pasta and udon, (ii) rice vermicelli, (iii) soba (buckwheat noodles), whether such noodles are fried or non-fried. However, Restricted Business shall not include (i) non-instant dry noodles (ramen, pasta, soba, udon); (ii) wet type noodles (fresh noodles, chilled noodles, frozen noodles);, (iii) short shelf-life noodles; or (iv) noodles not sold with flavouring, and these products are considered to be outside of the scope of the restrictions under this Clause 9; ; and

9.6.3 "**Restricted Territory**" means Myanmar.

10. Finance for the Company

10.1 External Loan Finance

10.1.1 All necessary funds for the operations and activities of the Company which cannot be covered by the subscribed and paid-up capital shall be secured by the Company

by means of external financing and/or issuing bonds, debentures or other debt securities. For the avoidance of doubt, neither Shareholder shall be under any obligation to provide such financing. For the avoidance of doubt, this Clause does not preclude the Company from obtaining external financing even if there is sufficient subscribed and paid-up capital.

10.1.2 It is agreed that to the extent that any guarantees, securities, indemnities, warranties or other undertakings (collectively the "**Undertakings**") are required to be given by the Shareholders as a condition in relation to any external financing to the Company, any such Undertakings, if both Shareholders agreed to provide or procure to provide one, shall be on terms and conditions to the satisfaction of the Shareholders.

10.2 Proportionate Liability

10.2.1 As a separate and independent covenant, each Shareholder agrees with the other Shareholders that the aggregate amount of any liability arising under all Undertakings and given to any bank or other third party at any time during the term of this Agreement by any Shareholder to secure the indebtedness and obligations of the Company to such bank or third party shall be borne by the Shareholders *inter se* in the same percentages as their respective Shareholding Proportion. Any legal and other costs which the relevant Shareholder may be ordered to pay or otherwise incurs in any action brought to enforce any such Undertakings shall similarly be borne by the Shareholders *inter se* in the same percentages as their respective Shareholding Proportion.

11. Management Team

11.1 The Board of the Company shall appoint, replace and/or remove from time to time the senior management team of the Company including the Chief Executive Officer or the Managing Director (the "**Management Team**"). Notwithstanding the above, Nissin shall have the exclusive power and sole discretion to appoint and remove the Production Manager. The Company may assess the relevant, skills, qualifications and experience of the Production Manager and if the Company reasonably believes that the Production Manager is not suitable for the role, Nissin shall replace the Production Manager.

11.2 The Management Team shall have the power to make decisions in relation to the management of the Business including, without limitation the following:

11.2.1 selecting distributors of the Company's products;

11.2.2 selecting and purchasing of raw materials needed; and

11.2.3 operational matters with regard to deployment of staff and staff recruitment.

11.3 The Parties agree that the Production Manager shall have the power to:

11.3.1 handle daily operations of production and manufacturing of Products with proper quality and cost; and

11.3.2 conduct urgent counter measures which may include temporary stopping of production and shipment of products in the event where a significant problem will cause / has caused damage to the Business' brand value and will cause / has caused a deterioration of quality and safety standards in the manufacturing facility, provided that the Production Manager shall immediately after such measures conducted report to the Chief Executive Officer CEO of the Company (or a person designated by the Chief Executive Officer such as the Factory Manager) who shall make the final decision. If deemed necessary, the Production Manager may request that the Chief Executive Officer report such decisions to the Board and the Chief Executive Officer shall comply with such requests.

11.4 The Parties agree that the Company shall be liable for the Production Manager's wages, which shall be pegged to the market rate for such position in Myanmar.

11.5 Nissin shall be entitled to dispatch a marketing staff to the Company as necessary for marketing team in the Company and R&D team in Nissin to develop Products efficiently. TheT dispatch of such staff is subject to approval by the Board of the Company.

12. Financial Documents

12.1 The Company shall prepare and/or make available to the Board and Shareholders quarterly management accounts, copies of financial statements and other information of the Company (complying with all relevant legal requirements) in respect of the relevant Fiscal Year as may be reasonably necessary, from time to time, which shall include but not be limited to sufficient information required by each Shareholder to comply with its own reporting requirements for accounting and tax purposes.

13. Default

13.1 In this Clause, the following words shall have the following meanings respectively ascribed to them:

"**Default Option**" means either of the following (as respectively defined below):

(i) the Default Call Option; or

(iii) the Insolvency Call Option;

"**Default Option Notice**" means either of the following (as respectively defined below):

(i) the Default Call Option Notice; or

(iii) the Insolvency Call Option Notice;

"**Default Option Shares**" means the Defaulting Shareholder's Shares, the Non-Defaulting Shareholder's Shares, or the Insolvency Default Shares (as respectively defined below);

"**Transferee**" means the Non-Defaulting Shareholder (in the event the Default Call Option or the Insolvency Call Option is exercised) or the Defaulting Shareholder (in the event the Default Put Option is exercised); and

"**Transferor**" means the Defaulting Shareholder (in the event the Default Call Option or the Insolvency Call Option is exercised) or the Non-Defaulting Shareholder (in the event the Default Put Option is exercised).

13.2 A "**Specified Default Event**" in relation to any Shareholder means any of the following:

13.2.1 that Shareholder is in material breach of the terms of this Agreement or defaults in the performance of any material obligation which, if capable of cure, has not been cured within a period of 30 days after written notice thereof containing a reference to this Clause 12 and requiring the breach to be cured has been given to that Shareholder;

13.2.2 that Shareholder suffers an Insolvency Event; and

13.2.3 that Shareholder is in breach of the representations and warranties with regards to such Shareholder's valid existence.

13.3 Where any Specified Default Event occurs in relation to any Shareholder (the "**Defaulting Shareholder**"), any other Shareholder (the "**Non-Defaulting Shareholder**") may at any time **thereafter** give written notice thereof to the Defaulting Shareholder and the Company specifying in such notice the Specified Default Event (the "**Default Notice**").

13.4 **Default Options**

13.4.1 In the event that any Default Notice is served on the Company pursuant to the provisions of this Clause 13 in respect of the occurrence of a Specified Default Event as set out in Clause 13.2.1, 13.2.3, 13.2.4 or 13.2.5, the Non-Defaulting Shareholder shall, without prejudice to any other rights and remedies it may have, be entitled to:

(i) terminate this Agreement with prior written notice to the Defaulting Shareholder; and/or

(ii) a call option (the "**Default Call Option**"), being the right of the Non-Defaulting Shareholder to require the Defaulting Shareholder to sell to the Non-Defaulting Shareholder free from all Encumbrances and with all rights and advantages attaching thereto, all (and not some only) of the Shares held by the Defaulting Shareholder for the time being (the "**Defaulting Shareholder's Shares**").

13.4.2 In the event that any Default Notice is served on the Company pursuant to the provisions of this Clause 13 in respect of the occurrence of a Specified Default Event as set out in Clause 13.2.2, the Non-Defaulting Shareholder shall, without prejudice to any other rights and remedies it may have, be entitled to:

(i) terminate this Agreement with prior written notice to the Defaulting Shareholder; and/or

(ii) a call option (the "**Insolvency Call Option**"), being the right of the Non-Defaulting Shareholder to require the Defaulting Shareholder to sell to the Non-Defaulting Shareholder free from all Encumbrances and with all rights and advantages attaching thereto, all (and not some only) of the Shares held by the Defaulting Shareholder for the time being (the "**Insolvency Default Shares**").

13.5 For the purpose of this Clause 13, the "**Prescribed Price**" shall be the net asset value of each Default Option Share as at the date of the Default Notice and based on the Shareholding Proportion represented by the Default Option Shares as at the date of the Default Notice.

13.6 Exercise

13.6.1 In the event that:

(i) a Specified Default Event (other than an Insolvency Event) occurs, the Non-Defaulting Shareholder may exercise the Default Call Option by serving a notice in the form of Appendix A (the "**Default Call Option Notice**") on the Defaulting Shareholder; or

(ii) an Insolvency Event occurs, the Non-Defaulting Shareholder may exercise the Insolvency Call Option by serving a notice in the form of Appendix C (the "**Insolvency Call Option Notice**") on the Defaulting Shareholder,

within a period of 60 days from the date of the of the Default Notice.

13.6.2 The Defaulting Shareholder shall, upon receiving a Default Call Option Notice or an Insolvency Call Option Notice (as the case may be) from the Non-Defaulting Shareholder, sell to the Non-Defaulting Shareholder free from all Encumbrances and with all rights and advantages attaching thereto, the Defaulting Shareholder's Shares or the Insolvency Default Shares (as the case may be). However, in case competition arises as between two or more Non-Defaulting Shareholders who have served valid Default Call Option Notices or Insolvency Call Option Notices (as the case may be) on the Defaulting Shareholder within the said 60-day period, the Defaulting Shareholder's Shares or the Insolvency Default Shares (as the case may be) shall be pro-rated among such Non-Defaulting Shareholders according to their Shareholding Proportions, and references to "**Default Option Shares**" in Clause 13.7 shall be construed accordingly.

13.7 Default Option Completion

13.7.1 Completion of the sale and purchase of the Default Option Shares (the "**Default Option Completion**") pursuant to the exercise of a Default Option

shall take place at the registered office for the time being of the Company (or such other place as the Transferor and Transferee may agree in writing) on the date falling 30 days from the date of the Default Option Notice.

13.7.2 On the Default Option Completion:

(i) the Transferor shall deliver to the Transferee a duly executed transfer form in favour of the Transferee together with the share certificates in respect of the Default Option Shares; and

(ii) the Transferee shall pay the purchase price for the Default Option Shares way of a cashier's order or bankers' draft drawn on a licensed bank in Singapore or another jurisdiction as agreed and made out in favour of the Transferor.

13.7.3 If the Default Call Option or the Insolvency Call Option is exercised and the Defaulting Shareholder fails to transfer the Defaulting Shareholder's Shares or the Insolvency Default Shares (as the case may be) to the Non-Defaulting Shareholder on the Default Option Completion in accordance with Clauses 13.7.1 and 13.7.2, any director of the Non-Defaulting Shareholder shall be deemed to have been appointed attorney of the Defaulting Shareholder with full power to execute, complete and deliver, in the name and on behalf of the Defaulting Shareholder, transfers of the Defaulting Shareholder's Shares or the Insolvency Default Shares (as the case may be) to the Non-Defaulting Shareholder against payment of the purchase price for such Shares to the Company. On payment of the purchase price to the Company, the Non-Defaulting Shareholder shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer of such Shares the Non-Defaulting Shareholder shall be entitled to insist upon its name and/or its nominees' names being entered in the Company's Register of Members as the holder by transfer of such Shares. The Non-Defaulting Shareholder shall procure that the Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold such price in trust for the Defaulting Shareholder.

13.7.4 The restrictions on transfer of shares contained in Clause 8 and the Constitution shall not apply to the sale and transfer of the Default Option Shares pursuant to any exercise of a Default Option. Clauses 8.6 and 8.7 shall however apply to such transfer.

14. Deadlock

14.1 In the event that:

14.1.1 in relation to any Reserved Matter, the approval of all the Shareholders for that Reserved Matter cannot be obtained after a period of 30 days or after four consecutive meetings between the Shareholders (including adjourned meetings), whichever is the earlier; or

14.1.2 any of the Company's important business and policy, direction or marketing strategy, which causes a significant adverse effect on **[more than [50 per cent.] of the Company's turnover, profitability, financial or trading positions or operations]**, not being an event affecting or likely to affect generally all companies carrying on similar business in countries in which they carry on business, cannot be agreed,

a deadlock shall be deemed to arise. Upon the occurrence of any deadlock, the Directors shall immediately refer the matter which is the subject of the approval under Clause 14.1.1, or the matter which was to have been discussed at the general meeting of Shareholders or the meeting of the Directors under Clause 14.1.2 (as the case may be) to the Chief Executive Officer or a Person delegated by the Chief Executive Officer (the "**Officer**").

14.2 Either Party may within 30 days of the occurrence of a deadlock serve written notice to the other Party (the "**Deadlock Notice**"):

14.2.1 stating that in its opinion a deadlock has occurred; and

14.2.2 identifying the matter giving rise to the deadlock.

14.3 Resolution of Deadlock

14.3.1 After the receipt of the Deadlock Notice, the Chief Executive Officer and the Shareholders shall meet and discuss in good faith the matter subjected to deadlock with a view to resolution of such matter.

14.3.2 If the Chief Executive Officer and the Shareholders fail to find an amicable solution within 30 days of the service of the Deadlock Notice or such other time as agreed between Parties:

(i) Nissin shall have an option (the "**Nissin Put Option**") of requiring Lluvia to purchase all but not some of Nissin's Shares held by Nissin (the "**Nissin Put Option Shares**") from Nissin at fair market value (the "**Nissin Put Option Price**") which shall be determined by the Appointed Valuer for the purpose of determining the Nissin Put Option Price.

(ii) The Nissin Put Option is exercisable in whole but not in part by written notice from Nissin to Lluvia (the "**Nissin Put Option Notice**") within 60 days of the Deadlock Notice (the "**Nissin Put Option Period**"). Upon receipt of the Nissin Put Option Notice, Nissin shall sell and Lluvia shall purchase the Nissin Put Option Shares. A Nissin Put Option Notice shall be irrevocable and unconditional, subject always to Clause 8.3.

(iii) If Nissin does not exercise the Nissin Put Option within the Nissin Put Option Period, Lluvia shall have an option (the "**Lluvia Call Option**") of purchasing all but not some of Nissin's Shares held by Nissin (the "**Lluvia Call Option Shares**") from Nissin at fair market value (the "**Lluvia Call Option Price**") which if already not determined under section 14.3.2(i)

above, shall be determined by the Appointed Valuer for the purpose of determining the Lluvia Call Option Price.

(iv) The Lluvia Call Option is exercisable in whole but not in part by written notice from Lluvia to Nissin (the "**Lluvia Call Option Notice**"). Upon receipt of the Lluvia Call Option Notice, Nissin shall sell and Lluvia shall purchase the Lluvia Call Option Shares. A Lluvia Call Option Notice shall be irrevocable and unconditional, subject always to Clause 8.3.

(v) If a deadlock has deemed to arise out of obvious flaw of Nissin, the consideration for the Nissin Put Option Shares and the Lluvia Call Option Shares shall amount to 80 per cent. of the Nissin Put Option Price or the Lluvia Call Option Price (as the case may be).

14.3.3 In the event that a deadlock cannot be resolved in accordance after the process described in this Clause 14.3, the Parties shall refer the matter giving rise to deadlock to arbitration in Singapore conducted in English by a single arbitrator pursuant to the rules of the Singapore International Arbitration Centre for the time being in force.

14.4 Completion of Transfer

14.4.1 Any transfer of Shares pursuant to this Clause 14 shall always be subject to the conditions of transfer set out in this Agreement under Clause 8.6.

14.4.2 If Nissin fails or refuses to comply with its obligations under this Clause 14, the Company may authorise a person to execute and deliver the necessary transfer on its behalf. The Company may receive the purchase money in trust for Nissin and cause Lluvia to be registered as the holder of the Shares being sold. The receipt of the Company for the purchase money shall be a good discharge to Lluvia (who shall not be bound to see to the application of those moneys). After Lluvia has been registered as the holder of the Shares being sold in purported exercise of these powers the validity of the proceedings shall not be questioned by any person.

15. Intellectual property rights

15.1 Company's rights

The Parties agree and acknowledge that the Product Marks and any Intellectual Property, which is developed in the course of the Company's activities (from the date of this Agreement and hereafter) shall belong to the Company save where the Board determines otherwise.

15.2 Use of Marks

15.2.1 None of the Parties shall use the name, trade marks, service marks, logos, business identifiers, domain names or Intellectual Property of any other Party either expressly or by implication for any purpose whether in relation to any news,

advertisement, promotional material or any other form of publicity (in any medium) without obtaining the prior written consent of such Party.

15.2.2 The Parties agree that all Products shall display Nissin's corporate brand "Nissin" and Lluvia's corporate brand "Premier" and the Products' brand name which shall always be displayed more prominently and in a larger proportion than the former two brand names.

15.3 Termination

15.3.1 If this Agreement is terminated but the Company is not wound up or liquidated, the Company shall, without any additional payments to Nissin continue to have the right to use the Product Marks and any Intellectual Property which is necessary to continue manufacturing of the Products including those that were developed in the course of the Company's activities, excluding the Product Marks and any Intellectual Property belonging to Lluvia and Nissin.

15.3.2 In the event Nissin wishes to provide proprietary technology to the Company for purposes of the operation of the Company, Nissin shall provide a notice in writing to the Company informing of such intent and describing the technology to be provided. If the Company, at its sole discretion, decides to accept such technology, the Company shall issue a written notice indicating its acceptance, which shall include (i) the description of the proprietary technology being transferred and (ii) that this notice is issued in accordance with this Clause 15.3.2 (the "**Technology** ("**Acceptance Notice**"). Nissin shall transfer provide the proprietary technology after receipt of the Technology Acceptance Notice.

15.3.3 Upon termination ofo this Agreement, any Nissin proprietary technology transferred pursuant to issuance of the Technology Acceptance Notice in Clause 15.3.2, shall be returned to Nissin or destroyed unless the Partiesparties agree otherwise.

The Parties agree that the technology that the Company employs to manufacture the Products (other than the technologies transferred in accordance with the Technology Acceptance Notice in Clause 15.3.2) **[shall be free of proprietary technology of any of the Parties]** and that the Company is free to use the existing technology and machinery to manufacture the Products without requiring any further approval by the Parties. **[NFH; By defaulting the obligation to issue the Acceptance Notice, the Company can easily avoid prohibition to continuous use of the proprietary technology. This is not acceptable.]**

16. Ownership and Use of each Party's Marks

16.1 None of the Parties may use any of the other Parties' marks or logos or Intellectual Property in any manner howsoever unless such use is made pursuant to this Agreement and is in such form and manner as each such Party may from time to time agree in writing. For the avoidance of doubt:

16.1.1 each of Lluvia and the Company acknowledges that Nissin is the sole and exclusive owner of the Nissin Marks and that nothing contained in this Agreement shall give Lluvia or the Company or any third party any right, title or interest in or to the ownership or use of the Nissin Marks, except as expressly granted under or by virtue of this Agreement. For the avoidance of doubt, Nissin shall be entitled to use, exploit, commercialise or deal with the Nissin Marks for its sole benefit;

16.1.2 each of Nissin and the Company acknowledges that Lluvia is the sole and exclusive owner of the Lluvia Marks and that nothing contained in this Agreement shall give Nissin or the Company or any third party any right, title or interest in or to the ownership or use of the Lluvia Marks, except as expressly granted under or by virtue of this Agreement. For the avoidance of doubt, Lluvia shall be entitled to use, exploit, commercialise or deal with the Lluvia Marks for its sole benefit;

16.1.3 each of Lluvia and Nissin acknowledges that the Company is the sole and exclusive owner of the names, logos and trademarks of Company and all rights therein.

16.2 The Company undertakes to obtain the right to use:

16.2.1 the names, logos and trademarks of Nissin from Nissin; and

16.2.2 the names, logos and trademarks of Lluvia from Lluvia,

for purposes of this Agreement.

16.3 Each Party hereby authorises the other Parties to use and imprint, for the duration of the this Agreement, such Lluvia Marks or Nissin Marks, as the case may be, (including as part of the Product Marks, if applicable) and/or in such form and manner as may be agreed between the Parties from time to time in connection with the Products and subject to any guidelines and requirements concerning the use of the Lluvia Marks or Nissin Marks that are specified by Lluvia or Nissin.

16.4 Lluvia hereby represents, warrants and undertakes that:

16.4.1 Lluvia is lawfully entitled to license and authorise the use of the Lluvia Marks as provided or contemplated by this Agreement;

16.4.2 the use by each of Nissin and the Company of any of the Lluvia Marks pursuant to Clause 16.3 shall not infringe any intellectual property or other rights of any person; and

16.4.3 Lluvia shall indemnify each of Nissin and the Company against any and all losses, demands, reasonable costs, reasonable expenses, actions and claims of whatsoever nature arising from or in connection with the use (that is authorised by Lluvia in accordance with this Agreement) by Nissin and the Company respectively of the Lluvia Marks as aforesaid or arising from any breach of the representation, warranty or undertaking herein.

16.5 Nissin hereby represents, warrants and undertakes that:

16.5.1 Nissin is lawfully entitled to license and authorise the use of the Nissin Marks as provided or contemplated by this Agreement;

16.5.2 the use by each of Lluvia and the Company of any of the Nissin Marks pursuant to Clause 16.3 shall not infringe any intellectual property or other rights of any person; and

16.5.3 Nissin shall indemnify each of Lluvia and the Company against any and all losses, demands, reasonable costs, reasonable expenses, actions and claims of whatsoever nature arising from or in connection with the use (that is authorised by Nissin in accordance with this Agreement) by Lluvia and the Company respectively of the Nissin Marks as aforesaid or arising from any breach of the representation, warranty or undertaking herein.

16.6 For the avoidance of doubt, the Parties hereby agree that any use of the Product Marks by the Parties in accordance with this Agreement shall be deemed not to be an act which would jeopardise or invalidate the registration of the Lluvia Marks or Nissin Marks (as applicable), or application therefor or assist or give rise to an application to remove the Lluvia Marks or Nissin Marks (as applicable) or prejudice the right, title or interests of:

16.6.1 Lluvia, in relation to the Lluvia Marks; or

16.6.2 Nissin, in relation to the Nissin Marks,

in any manner whatsoever.

16.7 For the avoidance of doubt, the Parties hereby further agree that the use of the Product Marks by the Parties in accordance with this Agreement and/or the use of the Lluvia Marks or Nissin Marks (as applicable) on the Products shall not give any rights, title or interest to:

16.7.1 Lluvia or the Company, in relation to the Nissin Marks;

16.7.2 Nissin or the Company, in relation to the Lluvia Marks; or

16.7.3 Lluvia or Nissin, in relation to the Product Marks.

except as expressly provided for in this Agreement and for the purposes set out in this Agreement.

17. Ownership of Product Marks

17.1 The Parties agree that all rights, title and interests in the Product Marks shall vest in the Company.

17.2 In the event that Lluvia and/or Nissin is aware of any activity or proposed activity by a third party which amounts to or may amount to infringement or passing off of the Product Marks

and/or of any claim or threatened claim made by a third party against it that use of the Product Marks infringes the rights of any third party, it shall immediately provide all information relating to the same to the Company.

18. Operations and Product Development

18.1 In relation to the facilities for the manufacture of the Products:

18.1.1 Nissin may make recommendations to the Company for facilities which Nissin thinks necessary to be installed to achieve appropriate quality (for example, chiller, steam flow meter, filtration device of frying oil, quality control surveillance camera);

18.1.2 the Company shall share with Nissin, information on production facilities they wish to install and consult Nissin on cost, quality and efficiency prior to doing so; and

18.1.3 the Company make an effort to accept Nissin's recommendations regarding specification of facilities for so long as it achieves cost-effectiveness with the local demand.

18.2 Nissin agrees that the Company shall be allowed to leverage on Nissin for product development and recipe provision regarding products which show the "Nissin" corporate brand.

18.3 The Company and Nissin shall define the standard process for commissioning Product development to Nissin and accordingly make best efforts to develop new Products on schedule.

18.4 Notwithstanding anything contained in this Agreement, the Parties agree that in the event the Shareholders are unable to agree on a material issue that has the potential to damage each Parties' brands in relation to any Product development, brand policy or business strategy of any Products and after three successive attempts at resolving such material issue, each Shareholder shall be entitled to withdraw their respective corporate brands. For the purposes of this Clause, such material issue shall refer to instances where the Company affixes any of Nissin's brand or any of Lluvia's brands to any products that do not satisfy the quality as required by each Party, respectively.

19. Distribution and Procurement

The Company shall procure wheat flour from Lluvia (or a company identified by Lluvia) for as long as Lluvia is able to provide suitable quality wheat flour.

The Company shall appoint Lluvia (or a company identified by Lluvia) as the distributor for the Company's products.

All such transactions with Lluvia shall be conducted on an arm's length basis and benchmarked to the market.

20. General Obligations of Shareholders

Each Shareholder shall take all steps necessary on its part to give full effect to the provisions of this Agreement and to procure (so far as it is able by the exercise of voting rights or otherwise so to do) that the Company and the Directors shall perform and observe the provisions of this Agreement.

21. Prevalence of Agreement

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of the Constitution, the provisions of this Agreement shall as between the Shareholders prevail and the Shareholders shall, so far as they are able, cause such necessary alterations to be made to the Constitution as are required to remove such conflict.

22. Duration and Termination

22.1 This Agreement shall continue without limit in point of time, but upon the transfer by any Shareholder of the entirety of its Shares, it shall be released from all its obligations hereunder (other than under Clause 23), but if at that time there are two or more Shareholders bound by the provisions of this Agreement, this Agreement shall continue in full force and effect as between the Company and the continuing Shareholders.

22.2 The Parties may terminate this Agreement:

22.2.1 where only one Party remains as legal and beneficial holder of all of the Shares in the issued share capital of the Company;

22.2.2 when the Company is wound up or liquidated; and

22.2.3 when the Parties unanimously agree in writing to terminate this Agreement.

22.3 Notwithstanding the above, the Parties agree that either Party may, without incurring any further obligations, terminate this Agreement if the conditions set out in Clause 4.3 have not been satisfied in full or not been waived by 31 March 2018. Either Partyparty may terminate this Agreement and shall be entitled to request Lluvia to purchase all of Nissin's shares at fair market value agreed between the Parties f the Company has not successfully:

22.4 (i) obtained and completed MIC, DICA and other license, permission, registration and/or (ii) obtained and completed procedures necessary for the operation of the Company or has not started its operation in full, by [December 31, 2018.

22.5 Except as provided in Clause 22.3 above, the termination of this Agreement from any cause shall not release any Party from any liability which at the time of termination has already accrued, or which thereafter may accrue.

23. Confidentiality

23.1 Communications Confidential

All communications between the Company and the Shareholders or any of them and all information and other material supplied to or received by any of them from any one or more of the others which is either marked “confidential” or is by its nature intended to be exclusively for the knowledge of the recipient alone, or to be used by the recipient only for the Business of the Company, any information concerning the business transactions or financial arrangements of the Company or of the Shareholders or any of them, or of any person with whom any of them is in a confidential relationship with regard to the matter in question coming to the knowledge of the recipient shall be kept confidential by the recipient and shall be used by the recipient solely and exclusively for the Business of the Company unless:

23.1.1 the disclosure or use is required by law, any regulatory body or any recognised stock exchange on which the shares of any Shareholder are listed;

23.1.2 the disclosure or use is required to vest the full benefit of this Agreement in any Party;

23.1.3 the disclosure or use is required for the purpose of any judicial proceedings arising out of this Agreement or any other agreement entered into under or pursuant to this Agreement or the disclosure is made to a Tax Authority in connection with the Tax of the disclosing Party;

23.1.4 the disclosure is made to professional advisers of any Party on terms that such professional advisers undertake to comply with the provisions of Clause 23 in respect of such information as if they were a party to this Agreement;

23.1.5 only in the case of Lluvia, the disclosure is made to its shareholders on terms that such shareholders undertake to comply with the provisions of Clause 19 in respect of such information as if they were a party to this Agreement;

23.1.6 the information becomes publicly available (other than by breach of this Agreement);

23.1.7 the Party whose information is to be disclosed or used has given prior written approval to the disclosure or use; or

23.1.8 the information is independently developed by the recipient,

provided that prior to disclosure or use of any information pursuant to Clauses 23.1.1, 23.1.2 or 23.1.3, the Party concerned shall promptly notify the other Party of such requirement with a view to providing that other Party with the opportunity to contest such disclosure or use or otherwise to agree the timing and content of such disclosure or use.

23.2 Obligations to Continue

The obligations contained in this Clause 23 shall endure, even after the termination of this Agreement, within five years after the termination of this Agreement except and until any confidential information enters the public domain as set out above.

24. Further Assurance

Each Party from time to time on being required to do so by the other Parties, now or at any time in the future, do or procure the doing of all such acts and execute or procure the execution of all such documents in a form reasonably necessary for giving full effect to this Agreement and giving full effect to the rights, powers and remedies conferred upon the Parties in this Agreement provided that to the extent that any such act or execution is not within the control of the relevant Party, such Party shall only be required to use its reasonable endeavours to fulfilfulfil the relevant obligation.

25. Notices

25.1 All notices or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by international courier with recorded delivery and marked for the attention of such person, or by e-mail addressed to the intended recipient thereof at its address or at its e-mail address set out below (or to such other address or e-mail address as a Party may from time to time duly notify the other). The addresses and e-mail addresses of the Parties for the purpose of this Agreement are:

Lluvia Limited
[Attn:

Address:
Phone No.: +95
Fax No.: +95
Mobile No.: +95
Email ID:]

Nissin Foods Holdings Co., Ltd.
[Attn:

Address:
Phone No.: +95
Fax No.: +95
Mobile No.: +95
Email ID:]

25.2 Any such notice or communication shall be deemed to have been duly served:

25.2.1 if given or made by letter, immediately if hand delivered or three business days after sending by international courier and in proving the same it shall be sufficient to show the receipt from the international courier showing that the package was duly addressed and the date on which it was sent; and

25.2.2 if sent by email, the earlier of:

(i) when the sender receives an automated message confirming delivery; or

(ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

provided that where such delivery or transmission occurs after 5 p.m. on a business day or on a day which is not a business day, service shall be deemed to occur at 9 a.m. on the next following business day.

26. General

26.1 Announcements

None of the Parties shall divulge to any third party (except to their respective professional advisers or their respective shareholders and to any stock exchange or other regulatory body or except as required by applicable law) any information regarding the existence or subject matter of this Agreement, or any other agreement referred to in, or executed in connection with, this Agreement, without the prior agreement of the other Parties.

26.2 No Partnership

The relationship between the Shareholders shall not constitute a partnership. No Shareholder has the power or the right to bind, commit or pledge the credit of the other Shareholders or the Company.

26.3 Indulgence, Waiver, etc.

No failure on the part of any Party to exercise and no delay on the part of any Party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it.

26.4 Time of the Essence

Time shall be of the essence of this Agreement, both as regards any dates, times and periods mentioned and as regards any dates, times and periods which may be substituted for them in accordance with this Agreement.

26.5 Costs

Each of the Parties shall bear its own legal and other professional costs and expenses incurred by it in the negotiation and preparation of this Agreement.

26.6 Remedies

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other available remedies.

26.7 Severance

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this Agreement.

26.8 Counterparts

This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, each of which, when so executed, shall be an original, but all counterparts shall together constitute one and the same document. Signatures may be exchanged by facsimile, with original signatures to follow. Each Party agrees to be bound by its own facsimile signature and that it accepts the facsimile signature of the other Parties.

26.9 Rights of Third Parties

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of, or enjoy any benefit under, this Agreement.

26.10 Governing Law and Arbitration

26.10.1 This Agreement shall be governed by, and construed in accordance with, the laws of Myanmar to the extent and only to the extent required by Myanmar law.

26.10.2 Any dispute arising out of or in connection with this Agreement, including any question as to the validity, existence or termination of this Agreement and/or this Clause 26.10.2, shall:

(i) first be referred for mediation; and

(ii) in the event mediation is unsuccessful, be resolved by arbitration.

26.10.3 The Parties shall not take any action to oppose any arbitration award obtained pursuant to Clause 26.10.2 nor oppose or prevent the enforcement of such arbitration award in Myanmar or otherwise.

Schedule 1
Details of the Company

Name:	**[•]**
Registered Office:	**[•]**
Place of incorporation:	Myanmar
Status:	Foreign Company as defined under Section 2B of the Companies Act
Authorised Share Capital:	US$**[•]** divided into **[•]** shares of US$**[1.00]** each
Fiscal Year:	April 1 to March 31 (provided that the first Fiscal Year of the Company shall commence on the date of incorporation of the Company and end on March 31 of the immediately following year)

Shareholders

Name	**Number of and class of Shares**	**Shareholding Percentage**
Lluvia	**[•]** Ordinary Shares	85.01 per cent.
Nissin	**[•]** Ordinary Shares	14.99 per cent.

Schedule 2
Reserved Matters

1. The dissolution, liquidation, or winding-up of the Company.

2. Any amendment to the Constitution.

Schedule 3 Form of Deed of Ratification and Accession

This Deed of Ratification and Accession is made and issued on **[•]** by **[•]** (the "**Transferee**"), a company incorporated in **[•]** with its registered office at **[•]** in favour of and for the benefit of each and all of the following (other than the Transferor (as herein defined)):

(1) the parties to the Joint Venture Agreement dated **[•]**made between Lluvia Limited and Nissin Foods Holdings Co., Ltd. in relation to **[•]** (the "**Company**"); and

(2) all persons and corporations who are or subsequently become shareholders of the Company.

Whereas:

(A) The parties to the Joint Venture Agreement have agreed thereunder to regulate the affairs of the Company and to carry out the Business (as defined therein).

(B) The Transferee is the transferee of **[*state the number of shares*]** shares (the "**Transferred Shares**") in the issued capital of the Company by virtue of the instrument(s) of transfer in respect thereof executed by **[*state the name of the Transferor*]** (the "**Transferor**").

(C) By the terms of the Joint Venture Agreement, it is a condition precedent to the registration of the Transferred Shares in the name of the Transferee that the Transferee executes this Deed.

Now this Deed Witnesses as follows:

1. In this Deed, all references to the "**Joint Venture Agreement**" means the Joint Venture Agreement referred to in sub-paragraph (1) above and includes all amendments, additions and variations thereto agreed between the parties thereto as contained or evidenced by the following documents:

[*state the documents, if any*]

2. The Transferee hereby covenants and agrees with each of the parties, persons and corporations in whose favour and for whose benefit this Deed is executed:

2.1 that in consideration of and upon the registration in the Company's Register of Members of the Transferee as the holder of the Transferred Shares, the Transferee will as from the date of the registration of the Transferee as holder of the Transferred Shares, be bound by, and be entitled to the benefit of, all the terms and conditions of the Joint Venture Agreement which are applicable to it as a Shareholder (as defined in the Joint Venture Agreement) in all respects as if it had been a party thereto; and

2.2 that this Deed is enforceable against the Transferee by any of the parties, persons and corporations in whose favour and for whose benefit this Deed is executed.

3. For the purpose of Clause 25 of the Joint Venture Agreement, the address and facsimile number of the Transferee is:

Address	:	**[•]**
Attention	:	**[•]**
Facsimile No.	:	**[•]**

4. Save as may be expressly provided in the Joint Venture Agreement, nothing in this Deed shall operate to release or discharge the Transferor from any of the Transferor's obligations and liabilities under the Joint Venture Agreement.

5. This Deed shall be governed by, and construed in accordance with, the laws of Myanmar.

In Witness Whereof this Deed has been entered into on the date stated at the beginning.

The Transferee

The Common Seal of

[•]

was hereunto affixed in the presence of:

____
Director

____
Director/Secretary

In witness whereof this Agreement has been entered into on the date stated at the beginning.

Lluvia

SIGNED by **[•]**

for and on behalf of

Lluvia Limited

in the presence of:

____

Witness' signature

Name:

Address:

Nissin

SIGNED by **[•]**

for and on behalf of

Nissin Foods Holdings Co., Ltd.

in the presence of:

____

Witness' signature

Name:

Address:

DRAFT

DATED THE [XXX] DAY OF [XXX] 2016

BETWEEN

DIAMOND STAR COMPANY LIMITED
the Lessor

AND

SAR TAW KAL NISSIN COMPANY LIMITED
the Lessee

LEASE AGREEMENT (LAND & BUILDING)

No. 136 Hliang Thayar Industrial Zone; Hliang Thayar Township;
Yangon Division;
Land = 8,057.29 square meter
Building = 3233.02 square meter

THIS LEASE AGREEMENT is made on this [XXX] day of [XXX] 2016 in Yangon, Republic of the Union of Myanmar

BY AND BETWEEN

(1) **Diamond Star Company Limited**, a limited liability company incorporated and registered in Myanmar with company registration number 165/1990-1991 and having its registered office at No.256-260, Sule Pagoda Road, Kyauktadar Township,Ygn., Myanmar (hereinafter referred to as the "**Lessor**" which expression shall include its legal representatives, successors and permitted assigns);

AND

(2) **SAR TAW KAL NISSIN COMPANY LTD***,* a limited liability company incorporated and registered in Myanmar with company registration number __________ and having its registered office at ____, Yangon Division, Myanmar (hereinafter referred to as the "**Lessee**" which expression shall include its legal representatives, successors and permitted assigns),

WHEREAS:

A. The Lessor is presently the holder of the rights, title and interests in and to the land situated at No. 136 Industrial Zone, Hlaing Thayar, the Republic of the Union of Myanmar and demarcated in light blue in the site map annexed hereto as **Schedule 2**, and all the property, buildings, structures and fixtures constituting a part of the said land, each as described in **Schedule 1** (collectively "**Land**").

The Land and the rights, title and interests of the Lessor are extended to the Lessor by the Ministry of Construction, Department of Human Settlement and Housing Development, the Republic of the Union of Myanmar ("**Issuing Authority**") under a leasehold grant (the "**Grant**") issued on 18 March 1996 in the sole name of the Lessor, and as more particularly described in **Schedule 1.**

B. It is envisaged that the Land is, and shall be, used for the conduct of the Business by the Lessee. For the foregoing purpose, the Lessor agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor, the Land under the terms of this Lease Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. DEFINITIONS AND INTEPRETATION

1.1 In this Lease Agreement, unless the context otherwise requires:-

"**Applicable Laws**"	means all applicable laws of Myanmar (and any other relevant laws), including all subsidiary legislation, rules and regulations which have the force of law as well as all rules, directives and notifications of any Relevant Authority.
"**Business**"	means the business from time to time carried on by the Lessee and which, as at the date of this Lease Agreement, comprises the food, manufacturing and distribution business and such other business

	contemplated in the Transaction Documents.
"**Business Day**"	means a day, other than a Saturday, Sunday or a public holiday, on which commercial banks are open for ordinary banking business in each of Tokyo, Singapore and Myanmar.
"**Commencement Date**"	has the meaning ascribed to such term in Clause 4.1.
"**Consent**"	includes an approval, authorization, concession, exemption, filing, grant, licence, notarization, order, permission, permit, recording or registration whether required from any Relevant Authority or any other person.
"**Dispute**"	has the meaning ascribed to such term in Clause 19.2.
"**Encumbrance**"	means, under any Applicable Laws, any form of legal, equitable or security interests, including but not limited to any mortgage, charge (whether fixed or floating), pledge, lien, assignment of rights or receivables, debenture, right of first refusal, option, hypothecation, title retention or conditional sale agreement, lease, hire or hire purchase agreement, restriction as to transfer, use or possession, easement, subordination to any right of any other person, and any other encumbrance or security interest.
"**Grant**"	has the meaning ascribed to such term in Recital A.
"**Head Rent**"	means the rent, premiums and all other sums payable by the Lessor (as the lessee) under the Grant.
"**Initial Grant Term**"	means the applicable initial term of the Grant specified in **<u>Schedule 1</u>**.
"**Initial Term**"	has the meaning ascribed to it in Clause 4.1.
"**Issuing Authority**"	has the meaning ascribed to such term in Recital A.
"**Land**"	has the meaning ascribed to such term in Recital A.
"**Lessee**"	is the party as identified in the introductory clause.
"**Lessee's Works and Materials**"	has the meaning ascribed to such term in Clause 8.3.
"**Lessor**"	is the party as identified in the introductory clause.
"**Losses**"	means all damages, losses, liabilities, costs (including reasonable legal costs and experts' and consultants' fees), charges and expenses (whether present or future, actual or contingent).
"**MIC**"	means the Myanmar Investment Commission.
"**Month**"	means a calendar month.

"**Notice**"	has the meaning ascribed to such term in Clause 18.1.
"**Overdue Amount**"	has the meaning ascribed to such term in Clause 13.1.
"**Relevant Authorities**"	means, in relation to the doing of any act or the conduct of any activity, business or transaction in Myanmar or other relevant jurisdiction, the relevant governmental authority (or authorities) or ministry (or ministries) in Myanmar or other relevant jurisdiction having charge of, and/or having regulatory authority or control over, the doing of such act or the conduct of such activity, business or transaction.
"**Rent**"	has the meaning given to it in Clause 5.1.
"**Repeating Representations**"	means the representations and warranties in Clauses 6.2.3(b), 6.2.3(e), 6.2.3(f), 6.2.3(g) and 6.2.4(e).
"**taxes**"	means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges in the nature of taxes imposed by any Relevant Authority.
"**Term**"	means the Initial Term and such extension or renewal of the term of the lease of the Land to the Lessee pursuant to this Lease Agreement from time to time.
"**Utilities**"	has the meaning ascribed to such term in Clause 6.2.7(b).
"**Works**"	has the meaning ascribed to such term in Clause 8.2.
"**Year**" or "**Yearly**"	means twelve consecutive Months.

1.2 Any reference to a law or statutory provision shall include a reference to any amendment, consolidation, replacement or re-enactment thereof from time to time (whether before or after the date of this Lease Agreement), and includes any subsidiary legislation, statutory instruments, implementing rules and regulations, notifications or orders made pursuant thereto.

2. EFFECTIVENESS OF THE LEASE AGREEMENT

2.1 The term of this Lease Agreement shall take effect on and from the date of this Lease Agreement.

3. LEASE

Subject to the provisions of this Lease Agreement and all Applicable Laws, the Lessor hereby leases the Land to the Lessee for the Term.

4. TERM

4.1 This Lease Agreement will be for an initial term of 50 Years ("**Initial Term**") on and from the Commencement Date specified in **Schedule 1** ("**Commencement Date**"), provided that with the approval of the MIC, the Lessee will have the right to extend or renew the lease of the Land for up to a total of 70 Years or for such longer period as may be permitted by Applicable Laws as at the date of such extension or renewal, on the same terms and conditions as set forth herein ("**Term**"). The reference to "Term" shall include any extension(s) or renewal(s) of the Term made pursuant to this Lease Agreement from time to time.

4.2 If, during the Initial Term (or the Term), the Applicable Laws permit a longer term of lease of the Land by the Lessee than that provided under this Lease Agreement, or an extension or renewal of the current term of lease of the Land by the Lessee, the Lessor shall, at the request of the Lessee, use best efforts to extend or renew the Initial Grant Term (or any extension thereof) and to do all other acts and things as may be necessary to lease the Land to the Lessee for such further term(s) or such extended or renewal periods to the fullest extent allowed under Applicable Laws, and on substantially the same terms and conditions contained in this Lease Agreement, subject to the following:

4.2.1 the Lessee shall render all reasonable assistance and cooperation to the Lessor in respect of any matter to be done or step to be taken under Applicable Laws to extend or renew the Initial Grant Term (or any extension thereof) and, correspondingly, to extend or renew the Initial Term (or the Term);

4.2.2 the additional Head Rent for the extended or renewed Initial Grant Term and any other amounts payable by the Lessor under the Grant in the nature of rent or lease payments for or in respect of the extended or renewed Initial Grant Term ("**Additional Head Rent Amounts**") will be borne by the Lessor; and

4.2.3 other than the Additional Head Rent Amounts, any other reasonable costs and expenses (including legal costs, stamp duties, governmental and other fees and taxes payable in relation thereto) that may be incurred in connection with the extension or renewal of the Initial Grant Term will be borne by the Lessee, provided that the Lessor will consult the Lessee before incurring any such costs.

4.3 If the Initial Grant Term is renewed or extended beyond the Initial Term (or Term) as aforesaid, subject to the approval of the MIC, the Lessee will have the right to extend or renew the lease of the Land for a period not exceeding the extended or renewed lease term granted in respect of the Land by the Issuing Authority in favour of the Lessor on the same terms and conditions as set forth herein (to the extent permissible under the terms of the extended or renewed Grant).

5. RENT AND PAYMENT TERMS

5.1 The rent ("**Rent**") for each year for the five Years of the Initial Term shall be USD 191,602.36 per Year, which rent is derived from the rate of USD 23.78 per square meter per Year, and which aforesaid rate is intended to be based on the prevailing market rental as at the Commencement Date for the similar leases of the same type of land. Total land area to be leased is 8057.29 square meter. Notwithstanding the foregoing, if, prior to or at any time during the first Month of the Term, either party (acting reasonably) is of the view that the aforesaid rate is not in line with the market rental as at the Commencement Date, the parties will discuss in good faith and agree on a revised rate and the rent determined based on this new rate will be the Rent with effect from the Commencement Date.

5.2 The Rent shall be reviewed every five Years starting from the Commencement Date, provided that such review will only take place if either the Lessor or the Lessee makes a request for review by written notice to the other party to be given at least six Months before the commencement of the next five-Year period to which the reviewed Rent will apply. Failing such request, the Rent for the next five-Year period shall remain the same as the Rent for the current period. In the event of any review, the parties will discuss the adjustment to the Rent in good faith, and on the understanding that the revised Rent shall be determined based on the prevailing market rate as at the period of the review but which adjusted Rent shall not in any case exceed 175% ("**Upper Capped Amount**"), or be lower than 44.37% ("**Lower Capped Amount**"), of the Rent for the preceding five-Year period. If the parties are unable to reach an agreement on the adjustment by the date two Months before the expiry of the then current period, either party may refer the matter to a firm of independent valuers (such said valuer to be mutually agreed between the parties) to determine the prevailing market rental at the time of the review. In the absence of an agreement between the parties as aforesaid, each party shall appoint a valuer and the prevailing market rental shall be the average of the two separate values determined by the appointed valuer of each party to be the prevailing market rental at the time of the review. The decision of the said valuer(s) shall be final, accepted by and binding on both parties (and the adjusted Rent will therefore be such prevailing market rental if it is lower than the Upper Capped Amount and higher than the Lower Capped Amount and be the Upper Capped Amount (if the prevailing market rental is the higher of the Upper Capped Amount) or the Lower Capped Amount (if the prevailing market rate is lower than the Lower Capped Amount), and the costs of such valuer(s) shall be borne equally between the Lessor and the Lessee.

5.3 The Rent for the first two Years of the Initial Term (commencing from the Commencement Date) shall be paid on or prior to the Commencement Date. The payment of the Rent for each successive Year (after the second Year) of the said Term, or any renewal or part thereof, shall be due and payable on each anniversary date of the Commencement Date (or such later date(s) as may be mutually agreed by the Lessor and the Lessee); provided that, if any such date is a non-business day in the Republic of the Union of Myanmar, then the relevant payment date shall fall on the next business day in the Republic of the Union of Myanmar.

5.4 If the expiry date of the Term does not coincide with the day prior to the anniversary date of the Commencement Date, the last payment of Yearly Rent shall be calculated proportionately from the period from the relevant anniversary date of the Commencement Date to the expiry date of the said Term.

5.5 Each payment of the Rent shall be paid by the Lessee to the Lessor by telegraphic transfer into the Lessor's bank account in the Republic of the Union of Myanmar notified by the Lessor to the Lessee at least one Month before the due date, or in such other manner agreed between the parties.

5.6 At the request of the Lessee, the Lessor shall as soon as possible and in any event within seven days after the receipt of payment of Rent from the Lessee, issue the Lessee with a written statement to acknowledge receipt of the Rent received.

6. REPRESENTATIONS AND WARRANTIES

6.1 **General Mutual Warranties**

The Lessor and the Lessee each represents and warrants to each other in respect of itself that as at the date of this Lease Agreement and at all times during the Term as if repeated at that time with reference to the facts and circumstances then existing, that:

6.1.1 it is duly organised and validly existing under the laws of its country of incorporation;

6.1.2 this Lease Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms;

6.1.3 its execution, delivery and performance of this Lease Agreement will not require any Consent or any order of, or any notice to or filing with, any court or Relevant Authority except for the MIC and such Consent has been obtained and is in full force and effect;

6.1.4 the execution of, and the performance by it of its obligations under, this Lease Agreement will not:

(a) result in a breach of any provision of its articles of association or equivalent constitutional documents;

(b) result in a breach of, or constitute a default under, any agreement or instrument to which it is a party or by which it is bound and which is material in the context of the transactions contemplated by this Lease Agreement (which agreement includes, in the case of the Lessor, the Grant); or

(c) result in a breach of Applicable Laws or any governmental order to which it is a party or by which it is bound or is required to submit;

6.1.5 no litigation, arbitration or administrative proceeding is current or pending or, so far as it is aware, threatened (a) to restrain its entry into and/or performance or enforcement of or compliance with its obligations under this Lease Agreement or (b) which has or could have a material adverse effect on this Lease Agreement or (in the case of the Lessor only) the Land or any part thereof; and

6.1.6 no steps have been taken by it nor have any legal proceedings been started or threatened for its insolvency or for the appointment of a receiver, trustee or similar officer of any of its assets.

6.2 **Lessor's Warranties**

6.2.1 The Lessor represents, warrants and undertakes to the Lessee in accordance with the terms set out in this Clause 6.2. The Lessee has entered into this Lease Agreement in reliance on the said representations, warranties and undertakings of the Lessor.

6.2.2 Save as otherwise expressly provided in this Lease Agreement, each of the representations, warranties and undertakings of the Lessor in this Clause 6.2 shall be true and correct in all respects as at the date of this Lease Agreement and the Commencement Date and during the period up to the date 12 Months from the Commencement Date, and in the case of the Repeating Representations, shall be true and correct at all times thereafter during the Term

as if repeated at that time with reference to the facts and circumstances then existing.

6.2.3 Title and Grant

(a) The Lessor (i) is the sole and exclusive legal and beneficial holder of all rights to use in respect of the Land pursuant to the Grant; (ii) has the legal, valid and enforceable rights pursuant to the Grant to confer rights on the Lessee to exclusively occupy and use the Land for the purposes of the Business under all Applicable Laws, and (iii) has all legal and beneficial rights to lease the Land to the Lessee upon the terms and conditions of this Lease Agreement under all Applicable Laws.

(b) The Grant and all other documents and information evidencing the Lessor's rights to the Land or otherwise related to the Land, the lease thereof or this Lease Agreement that the Lessor provides to the Lessee from time to time are true, complete and accurate in all material respects on the date on which the same is provided to the Lessee.

(c) The Grant has been duly and validly issued by the Issuing Authority and has been duly stamped within the time period prescribed under Applicable Laws, and is in full force and effect and:

(i) the Lessor has paid all the Head Rent that has fallen due and payable and has complied with all the terms and conditions of the Grant which are on its part to be observed or performed;

(ii) there is no actual, pending or threatened action, dispute, claim or demand against the Lessor under or in respect of the Grant or in respect of or affecting the Land (whether or not the same could give rise to any costs, liabilities or other obligations binding on the Lessee), nor are there any circumstances (that the Lessor is aware or ought to reasonably be aware of) including the entry into and performance of this Lease Agreement, which could give rise to any action, dispute, claim or demand against the Lessor or any other person under or in respect of the Grant or in respect of or affecting the Land.

(d) The Lessor has not received any claim from any person alleging any right of adverse possession with respect to the Land, nor has the Lessor received any notice of acquisition or intended acquisition of the Land from any Relevant Authority, in whole or in part, and the Lessor is not aware of or ought reasonably to be aware of any circumstances which could give rise to any such claim or acquisition.

(e) The Land (including all buildings, structures, fixtures and fittings thereon) is free from any and all Encumbrances and the Lessor is extending the lease under this Lease Agreement to the Lessee free from any and all Encumbrances, and save for any Permitted Encumbrance created in accordance with Clause 7.2.2, the Lessor shall not create any Encumbrance over the Land or any part thereof without the prior written consent of the Lessee.

(f) There are no rights to possess, control, occupy or use any of the Land (whether granted in writing, orally or in any other manner) granted by the Lessor in favour of third parties. To the best knowledge and belief of the

Lessor, all users and occupiers previously located on the Land has been lawfully resettled and the appropriate compensation has been fully paid and discharged by the Lessor.

(g) The Lessor has not, and to the best knowledge and belief of the Lessor, its predecessors in title have not, issued any power of attorney to any person (other than U Ko Ko Gyi@U Soe Naing, Daw San Kyuu or Daw Moe Moe) to deal with any rights, title and interest in and to the Land, which power of attorney remains outstanding

6.2.4 Buildings and the Land

(a) To the best of the knowledge and belief of the Lessor, there are no structural or latent defects affecting any of the buildings, structures or fixtures on the Land and there is no other material defect, whether latent, inherent or otherwise, in the construction or condition of any of the buildings, structures or other fixtures on the Land.

(b) The development, construction and fitting-out of the buildings, structures and fixtures, or other works, on the Land that have been undertaken by the Lessor, and all additions and alterations made thereto by the Lessor, from time to time fully comply with all Applicable Laws and the terms and conditions of the Grant, and all Consents of all Relevant Authorities required for such works prior to the commencement thereof and during the period in which the Lessor undertakes the said works have been obtained.

(c) The Land and all buildings, structures and fixtures thereon are in good and substantial repair (fair wear and tear excepted) and fit for the purposes for which they are presently used, and for occupation and use in connection with the Business.

(d) No notice, order or direction has been issued by any Relevant Authority under any Applicable Laws and no adverse surveyors', engineers' or other professional report has been received, that is still outstanding requiring any person to perform building works or rectification works or cease or demolish any works in respect of the Land or to cease the use of the Land or any part thereof, and the Lessor is not aware of or ought reasonably to be aware of any circumstances whereby such notice, order or direction or report may be issued.

(e) None of the Land is affected by past or present mining activity, and in so far as the Lessor is aware, there are no such plans by any person or any Relevant Authority.

6.2.5 Legal Matters

(a) The use of the Land for the Business is in compliance with approved use, zoning and requirements under all Applicable Laws and the terms and conditions of the Grant and all required Consents for such use have been obtained and are valid and subsisting and there are no circumstances that the Lessor is aware of or ought reasonably to be aware of that would prejudice the continuance or renewal of any such Consent.

(b) There are no covenants, restrictions, burdens, stipulations, easements, conditions, outgoings, terms, overriding interests, rights or licenses

affecting the Land which are of an unusual or onerous nature or which adversely affect the current use of the Land or which is likely to adversely affect the use of the Land for the Business.

(c) No notice, order or direction has been issued by any Relevant Authority under any Applicable Laws pertaining to health, safety, pollution or environment in connection with the Land, or to implement remedial, restoration or other works or measures or safeguards pertaining to such matters in respect of the Land (including in respect of the development, construction and fitting-out of the buildings, structures of fixtures on the Land) including that which could give rise to any costs, liabilities or other obligations binding on the Lessee, and there are no circumstances that the Lessor is aware of or ought reasonably to be aware of whereby such notice, order or direction may be issued.

(d) The Lessor and its employees, officers and shareholders are not in breach of their respective obligations under any Applicable Laws pertaining to health, safety, pollution or environment in connection with the Land.

(e) The Land is not affected by any acquisition, nationalisation, confiscation or similar action by any Relevant Authority, and/or notice or order of intended or actual acquisition, nationalization, confiscation or similar action by any Relevant Authority, in whole or in part, and the Lessor has no reason to believe that any of the Land will or will likely be so affected.

6.2.6 Disputes

Insofar as the Lessor is aware (having made due and careful enquiries where practicable and reasonable), there are no current, contingent or anticipated notices, actions, disputes, complaints, liabilities, claims or demands relating to or affecting the Land or its possession, control, occupation or use, and the Lessor is not aware of any matter, event or circumstance having occurred which will or will likely result in any of the foregoing. Without prejudice to the foregoing, there have been no demonstrations, protests, commotions, riots or similar actions relating to any claims or demands for, or assertions of any entitlement or right to, any of the Land or compensation in respect of any part of the Land.

6.2.7 Access, Utilities and Outgoings

(a) All means of access to the Land are over public roads which are maintainable at the public expense or over roads (leading directly onto public roads) which are owned or controlled by the Lessor and over which the Lessor has (and the Lessee shall have) unfettered rights of access.

(b) The Land is supplied with reasonably adequate Utilities and other services necessary for the operation of the Business (as it is carried on as at the Commencement Date) on the Land, and all pipes, sewers, drains, mains, wires, cables and all other conducting media and ancillary apparatus required for the supply of water, electricity, telecommunications services and other utilities (“**Utilities**”) to the Land necessary for the conduct of the Business (as it is carried on as at the Commencement Date) have been installed and are in good working order and condition.

(c) The Land is not subject to any outgoings except for taxes and assessments imposed by Applicable Laws on the owner or occupier of the Land and charges in respect of Utilities. All such outgoings which have

accrued before the Commencement Date have been paid in full by the Lessor. Further, full particulars of all outgoings which will or is expected to arise or accrue at any time during the Term have been disclosed in writing to the Lessee on or before the Commencement Date.

7 PARTIES' OBLIGATIONS

7.1 Lessee's Obligations

7.1.1 The Lessee shall use the Land for the purpose of the Business.

7.1.2 The Lessee shall, in using the Land, ensure that all activities and operations on the Land or any part thereof (including the buildings, structures and fixtures thereon and related facilities) are lawful business activities.

7.1.3 The Lessee shall, insofar as it is aware of the terms of the Grant, not do anything or omit to do anything on the Land that would result in a breach by the Lessor of the terms of the Grant (to the extent that such terms have been notified in writing to the Lessee) or which may result in the termination, cancellation or withdrawal of Grant as a result of such breach.

7.1.4 The Lessee shall, on and from the Commencement Date, bear all costs in connection with the supply of Utilities to the Land, provided that until the account(s) in the name of the Lessee has been established with Relevant Authorities or vendors for the provision of Utilities, the costs will be billed to the Lessor's account(s) with such third parties and the Lessee will reimburse the Lessor for the amount billed to the Lessor (without any mark-ups) upon the Lessee's receipt of evidence of the amount billed to the Lessor and the Lessor's payment thereof (which shall be made before the due date). If the Lessor is in a position to supply any Utilities to the Lessee, the Lessor shall, upon request from the Lessee, supply such said Utilities to the Lessee at cost. If the Lessee has any increased demand for additional Utilities as a result of any change in the Business being carried on by the Lessee after the Commencement Date, the Lessee shall, at its own cost and expense, secure such additional Utilities provided that the Lessor shall co-operate with the Lessee in securing such additional Utilities.

7.1.5 For the duration of the Term and subject to compliance by the Lessor with Clause 6.2.7(c) and Clause 7.2.8, the Lessee shall bear and pay all taxes, assessments and outgoings that are imposed upon or in respect of the Land or part thereof during the Term but excluding any taxes imposed on the Lessor as the owner of the Land and the Lessor's corporate income tax.

7.1.6 The Lessor shall be entitled to seek reimbursement of such taxes, assessments and outgoings as described under Clause 7.1.5 by delivering to the Lessee satisfactory evidence of payment of the same.

7.2 Lessor's Obligations

7.2.1 The Lessor shall be responsible for satisfying all Head Rent and other sums (including the official property tax imposed under Applicable Laws or by the Relevant Authority) payable by the Lessor under the Grant and the Applicable Laws in respect of the Land.

7.2.2 The Lessor shall not create any Encumbrance over any of its rights and interests in the Land or assign or transfer any of its rights or obligations under the Grant or this Lease Agreement without the prior written consent of the Lessee save for an Encumbrance ("**Permitted Encumbrance**") created after the date of this Lease Agreement over the Land to secure financing obtained by the Lessor from a financial institution ("**Third Party lender**") solely to enable the Lessor to provide funding to the Lessee for the relevant business carried on by such entities, and in the case of any such Permitted Encumbrance, the Lessor shall (a) ensure that the Third Party Lender is notified in writing of this Lease Agreement and the rights and interest of the Lessee thereunder, and gives effect such rights and interest of the Lessee, and (b) use reasonable efforts to exclude any trade fixtures of the Lessee that are or may be attached or affixed to the Land from any Encumbrance created by the Lessor over the Land.

7.2.3 The Lessor shall immediately notify the Lessee of (a) any breach or alleged breach of the terms of the Grant or any contravention or alleged contravention of any Applicable Laws arising in connection with the performance of this Lease Agreement or the use of the Land by the Lessee or of any circumstance that may result in suspension, revocation or termination of the Grant or the revocation of any Consents for the lease or that may otherwise have an adverse impact on the Grant or the lease of the Land to the Lessee contemplated hereunder; (b) any claim from any person alleging any right of adverse possession with respect to the Land or any action, dispute, claim or demand made against the Lessor under or in respect of the Grant or the Land, or any other circumstances, of the nature described in Clause 6.2.3(c)(ii) or 6.2.5(a)); (c) its receipt of any notice of acquisition, nationalisation, confiscation or intended acquisition, nationalisation, confiscation of the Land from any Relevant Authority or the occurrence of any circumstances that could give rise to any of the foregoing, or (d) the imposition of any legal covenants, restrictions, burdens, stipulations, easements, conditions, outgoings, terms, overriding interests, rights or licenses, affecting the Lessee's use of the Land, (each of the above in (a) to (d), an "**adverse event**"), and shall provide the Lessee with full particulars thereof (and such other information as the Lessee may require). The Lessor will immediately take reasonable steps, at its own cost and expense, to deal with the adverse event to defend its rights and those of the Lessee and will keep the Lessee updated on the status thereof. In the event of the occurrence or likely occurrence of an adverse event that will or is likely to result in the revocation/suspension of the Grant or the termination of lease of the Land or the Lessee's use of the Land as contemplated herein, Clause 7A will apply.

7.2.4 The Lessor shall, upon the reasonable written request of the Lessee and at its sole cost and expense, enforce promptly all its rights under the Grant to the extent that it materially adversely affects the rights of the Lessee under this Lease Agreement and to the extent the effect is not material, the parties will discuss in good faith the steps to be taken to address the adverse effect on the rights of the Lessee (including a reduction of the Rent, where appropriate). The Lessor shall, in enforcing obligations as aforesaid, keep the Lessee fully informed and apprised of all details, and shall comply with all reasonable directions of the Lessee.

7.2.5 The Lessor will comply at all times with the terms of the Grant and Applicable Laws and, unless mandatorily required pursuant to Applicable Laws, court order or order of any Relevant Authority, will not surrender or permit the surrender or attempt to surrender the Grant prior to the expiry date of the Term or do any act or thing that may result in its performance of this Lease Agreement being in contravention of the terms of the Grant or any Applicable Laws or that will

derogate from the grant of the lease of the Land to the Lessee on the terms herein, and shall do all acts and things necessary to ensure that the Grant remains in effect, is renewed and extended from time to time to the fullest extent permitted by Applicable Laws and the rights of the Lessee under this Lease Agreement remain in effect and valid and enforceable until the last day of the Term. Further, the Lessor shall keep the Lessee fully informed and apprised of all details relating to the above.

7.2.6 The Lessor shall obtain all necessary Consents of the Issuing Authority and any Relevant Authority or third party as may be reasonably required by the Lessee from time to time in connection with this Lease Agreement, the Land or its use of the Land. The costs and expenses incurred for securing any Consents required to enable the Lessee to use the Land for the Business as conducted on the Commencement Date (whether due to zoning requirements or pursuant to the terms and conditions of the Grant or otherwise) as well as for the lease of the Land to the Lessee will be borne by the Lessee.

7.2.7 The Lessor shall not make or agree to any variation of the terms of the Grant which will adversely affect the lease of the Land to the Lessee as contemplated under this Lease Agreement or the rights and remedies conferred on the Lessee hereunder, without the prior written consent of the Lessee, and shall take all actions and steps as may be required by the Lessee from time to time for any variation of such said terms and to the extent that the effect of such variation is not material, the parties will discuss in good faith the steps to be taken to address the adverse effect on the rights of the Lessee (including a reduction in the Rent, where appropriate). In the event that any variation of the terms of the Grant materially adversely affects the rights of the Lessee under this Lease Agreement, Clause 7A will apply.

7.2.8 The Lessor shall give notice in writing to the Lessee (a) of any official notification or other document received by the Lessor from the Issuing Authority or any Relevant Authority or any other notices, actions, disputes, complaints, liabilities, claims or demands, or other circumstances, which may have an adverse effect on the use or occupation of the Land (including any right of access and the supply of Utilities or other necessary services), or which may otherwise affect the rights or obligations of the Lessee in respect of the Land or this Lease Agreement, including any notice, order or direction has been issued by any Relevant Authority or any adverse professional report (whether or not due to works carried out by the Lessor) of the nature described in Clause 6.2.4 (d) and 6.2.5(c), and the notices, actions, disputes, complaints, liabilities, claims or demands or circumstances described in Clause 6.2.6, (b) if any document or information provided by the Lessor to the Lessee from time to time evidencing the Lessor's rights to the Land or otherwise related to the Land, the lease thereof or this Lease Agreement, including those described in Clause 6.2.3(b), becomes inaccurate, incorrect or incomplete in any material respect, and shall provide the Lessee with the corrected/updated or further information or documents; (c) if any of the Consents obtained for the works described in Clause 6.2.4(b) are no longer in effect; or (d) if any outgoings of the nature described in Clause 6.2.7(c) and not previously notified to the Lessee will or is expected to arise or accrue at any time during the Term.

7.2.9 The Lessor shall register the Lease Agreement with the Relevant Authority as required under the Applicable Laws (including registration with the Relevant Authority for any extended or renewal periods) and provide proof of registration to the Lessee within seven days of such registration, or when received from such

Relevant Authority. The costs and expenses of such registration shall be borne by the Lessee.

7.2.10 The Lessor shall notify the Lessee of any structural or latent defects affecting any of the buildings, structures or fixtures on the Land, or of any material defect (whether latent, inherent or otherwise) in the construction or condition of any of the buildings, structures or other fixtures on the Land, as soon as practicable after it becomes aware of the same.

7.2.11 If the Lessor, if requested by, and after consultation with, the Lessee and having regard to the requirements of the Lessee, decides, at its discretion, to carry out the repair, replacement and maintenance of the structure, foundation and exterior of the buildings, structures or fixtures on the Land including the roof, gutters, drains, sewerage and walls (whether due to any structural or design defect, routine maintenance or due to any requirement any Relevant Authority or any Applicable Laws (including those pertaining to health, safety, pollution or environment in connection with the Land) or otherwise), then subject to the Lessor not being in breach of any of its representations, warranties and undertakings set out in Clauses 6.1 and 6.2, the reasonably and properly incurred costs and expenses of such repair, replacement or maintenance works required as a result of the use of the Land by the Lessee after the Commencement Date (and in the case where any material capital expenditure or other material expenditure is required as a result of the use of the Land by the Lessee three Years from the Commencement Date) shall in the first instance be paid from the proceeds of any insurance obtained for such purposes and in the case of any shortfall, shall be borne by the Lessee and paid by the Lessee within 30 days of the Lessor's written notice itemising the costs and expenses incurred and which notice shall be documentary evidence of the costs and expenses incurred.

7.2.12 The Lessor shall, in accordance with the directions of the Lessee (which shall decide on the required risks to be insured, the amount of the insurance cover and the other terms of the insurance policies), take out and keep in force insurance policies relating to the Land under such appropriate insurance policies that may be deemed necessary by the Lessor during the Term and subject to the Lessor not being in breach of any of its representations, warranties and undertakings set out in Clauses 6.1 and 6.2, the reasonable and properly incurred costs and expenses of taking out and keeping in force such insurance policies during the Term shall be borne by the Lessee and paid by the Lessee within 30 days of the Lessor's written notice itemising the costs and expenses incurred and which notice shall be documentary evidence of the costs and expenses incurred by the Lessor.

7.2.13 Notwithstanding any of the foregoing, the Lessor shall always be responsible, at its own costs and expense, to promptly undertake any and all works to rectify any breach of its warranties under Clause 6.2. If any works aforesaid are required to be carried out by the Lessor during the Term for such said purposes, the Lessor shall comply with the directions of the Lessee.

7.2.14 For any works to be undertaken by the Lessor (whether under Clause 7.2.11 or otherwise and whether such works are the responsibility of the Lessor), the Lessor shall (a) ensure that the works are carried out promptly and with due care and diligence and in compliance with all Applicable Laws (including any Applicable Laws pertaining to health, safety, pollution or environment) and the terms and conditions of the Grant, and that all required Consents of all Relevant Authorities for such works are secured and maintained, (b) consult the Lessee at

each stage of the works and keep the Lessee informed of the status of the works, and (c) take all necessary steps to minimize inconvenience to the Lessee and disruption to the business of the Lessee and shall not carry out any works which will or may have any material adverse effect on the Land, the buildings, the structures or the fixtures thereon or on the Utilities supplied to or enjoyed by the Land (including the rights to ingress and egress therefrom or the rights to light and air) or which will or may affect easy access to the Land. In the event that the Lessor fails to promptly undertake such works, the Lessee shall have the right to undertake such works and the costs and expenses of such works shall be borne by the Lessor.

7A PREMATURE TERMINATION OF LEASE

If any event occurs which results or may result in the premature termination of the Lease prior to the agreed Term (whether as a result of the revocation/suspension of the Grant or any Consent for the lease of the Land to the Lessee hereunder) or which may have a material adverse effect on the ability of the Lessor to lease the Land to the Lessee, and the Lessee's use thereof, on the terms in this Lease Agreement (including the events described in Clauses 7.2.3 and 7.2.7), the Lessor shall take immediate steps to source for suitable alternative premises acceptable to the Lessee for lease to the Lessee in substitution of the Land, which alternative premises must be available for lease to the Lessee on substantially the same terms as those in this Lease Agreement or such other terms as may be agreed between the Lessor and the Lessee, at least six Months prior to the effective date of the termination of the lease of the Land to the Lessee (or such shorter period as may be mutually agreed) or the date on which the Lessor is no longer able to lease the Land to the Lessee for use as contemplated pursuant to this Lease, whichever is earlier. Where such premature termination or material adverse effect is due to the wilful, fraudulent or unlawful act or negligence or fault of, or the breach of this Lease Agreement by, the Lessor, the Lessor shall (a) bear the cost and expense of sourcing for the alternative premises, (b) bear all reasonable costs incurred by the Lessee in connection with the change of premises (including the costs incurred in the move and the fitting out of the new premises, and the taxes and other fees and charges payable for the new lease) (c) compensate the Lessee from any business interruption loss and liabilities suffered by the Lessee, and (d) if the aggregate of the rent and service charge (if any), on a per square meter basis, after having regard to the non-financial advantages of the new premises, is higher than the current Rent, bear the increased amount. Any Rent paid in advance to the Lessor shall be applied towards the rent for the new premises or if there are no such new premises, refunded to the Lessee upon the termination of this Lease Agreement (which shall take place in accordance with Applicable Laws or on such earlier timing determined by the Lessee).

8 LESSEE'S RIGHTS

8.1 The Lessee shall peaceably and quietly hold and enjoy possession of the Land during the Term without any interruption or disturbance by the Lessor or any person lawfully claiming under or in trust for the Lessor.

8.2 Subject always to the terms and conditions of the Grant (to the extent notified in writing to the Lessee) and all Applicable Laws, the Lessee shall be entitled in its absolute discretion at any time and from time to time during the Term, to carry all other such works as it may determine from time to time (hereinafter called the "**Works**") on the Land (or any part thereof, including any building, structure or fixture on the Land) to:

8.2.1 renovate, reconstruct or rebuild any buildings on the Land or any part thereof; or

8.2.2 alter the Land (or any part thereof) by the addition of anything thereto or the removal of anything therefrom;

provided always that for any Works involving any major reconstruction, rebuilding or major renovation works, the Lessee shall obtain the prior consent of the Lessor (such consent not to be unreasonably withheld or delay), and subject to the foregoing, the Lessee will have the sole discretion to decide on layout, design, specifications, colour scheme, materials and all other matters relating to the Works, and all costs pertaining to the Works including building, professional fees and other related expenses shall be borne by the Lessee. The Lessee shall, if necessary and applicable, prior to the commencement of the Works, obtain from each Relevant Authority pursuant to the provisions of the Grant and/or any Applicable Laws, such approval as may be required in respect of the Works and comply with all the terms and conditions imposed by each Relevant Authority in respect of the Works. To enable the Lessee to implement the Works, the Lessor undertakes to co-operate with and assist the Lessee in such manner required by the Lessee and to comply with all requirements of the Lessee necessary for the smooth and speedy completion of the Works. The Lessee shall reimburse the Lessor's costs and expenses reasonably incurred in rendering such cooperation and assistance to the Lessee, provided such costs and expenses are approved by the Lessee prior to being incurred.

8.3 All buildings, alterations, additions, structures, fixtures, fittings, installations, equipment, machinery, furniture and furnishings which are constructed or installed by the Lessee pursuant to the Works are regarded as **"Lessee's Works and Materials"** and may at any time be removed from the Land by the Lessee in its absolute discretion, without the prior consent of the Lessor, so long as such removal does not cause permanent material damage to the Land, or the buildings, fittings and fixtures that were in existence as at the Commencement Date. All Lessee's Works and Materials shall be and remain the property of the Lessee, provided that if the Lessee fails to remove the same from the Land on or before the expiry of the Term, the Lessor shall have the right to retain or dispose of or otherwise deal with such said Lessee's Works and Materials, without having to pay any compensation to the Lessee.

9 MINERAL RESOURCES AND TREASURES

Mineral resources, treasures, gems and other natural resources discovered unexpectedly from, in or under the Land during the Term shall be the property of the Government of Myanmar.

10 TERMINATION AND RIGHTS TO CLAIM LOSSES

10.1 This Lease Agreement shall remain in full force and effect as between the parties until the earlier of:

10.1.1 the expiry of the Term; or

10.1.2 the written agreement of the parties that it be terminated.

10.2 The Lessee shall be entitled to terminate this Lease Agreement by giving six Months' written notice to the Lessor in the event that:

(a) the Land is wholly or partially damaged or destroyed by fire, floods, explosion, earthquakes, act of God, the elements, other casualty or cause so as to render

the Land unfit for occupation and use, and the Land is, in the reasonable opinion of the Lessee damaged to such extent that the Lessee considers it impracticable or impossible to restore the Land or if the Land is not repaired or restored by and at the expense of the Lessor within 90 days of such damage or destruction; or

(b) the Lessor is unable to obtain the relevant Consents of the Relevant Authority for the lease of the Land to the Lessee as contemplated in this Lease Agreement for any reason whatsoever.

10.3 Upon the occurrence of the events specified in Clause 10.2(a) or 10.2(b), the Rent or a fair and just proportion thereof shall abate and be suspended (depending on the extent of the damage and the interference and inconvenience caused to the Lessee) until the Land shall again be rendered fit for occupation and use (including, where applicable, during the six Month notice period referred to in Clause 10.2(a) or (b)).

10.4 Without prejudice to Clause 10.2, the Lessee shall be entitled to terminate this Lease Agreement by giving nine Months' written notice to the Lessor.

10.5 Save as expressly provided in this Lease Agreement, or under any Applicable Laws, this Lease Agreement shall not be terminated. Upon the termination of this Lease Agreement, the Lessor will immediately refund any advance Rent paid by the Lessee for the unexpired Term.

10.6 Termination of this Lease Agreement shall be without prejudice to any accrued rights or obligations of the parties up to the date of termination.

10.7 Where applicable, termination shall be subject to the approval of the MIC.

11 HAND-OVER ON EXPIRY OR TERMINATION

At the end of the Term or in the event that this Lease Agreement is terminated prior to the expiry of the Term, the Lessee shall surrender and hand-over the Land to the Lessor within six Months from the expiry of the Term or date of termination or such shorter period as may be required under any Applicable Laws, as applicable, which shall be restored to such condition as may be required by the Issuing Authority (subject always to the Lessee's rights under Clauses 8.2 and 8.3 above and the obligation of the Lessee to make good any damage caused to the Land or the buildings, structures or fixtures on the Land by the use thereof by the Lessee). The Lessee is not obliged in particular to effect, or bear the costs of, any works to the Land to restore the Land to any particular condition or to remedy any condition (including environmental condition) that may exist in relation to the Land prior to the commencement of the Term.

12 COSTS & TAXES

12.1 Save as otherwise expressly provided in this Lease Agreement, the parties shall each bear their own costs, charges and expenses connected with the preparation and implementation of this Lease Agreement and the transactions contemplated by this Lease Agreement.

12.2 The Lessee shall bear the stamp duty and any commercial taxes (if any) payable on this Lease Agreement, except for corporate income tax or capital gains tax imposed on the Lessor.

13 INTEREST AND LOSSES

13.1 Any party which is liable to make good any Losses suffered or incurred by any party shall pay such Losses immediately on demand by the other party in US Dollars in readily available funds. If any party defaults in the payment when due of any such sum or any other sum payable by the party under this Lease Agreement ("**Overdue Amount**") (howsoever determined) the liability of that party to the party who is entitled to the Overdue Amount shall be increased to include interest on such Overdue Amount from the date when such payment is due until the date of actual payment (as well after as before judgment) at the rate of 13% per annum calculated on a daily basis and compounded quarterly.

14 WAIVERS AND AMENDMENTS

14.1 No variation to or amendment of this Lease Agreement shall be effective unless made in writing and executed by the authorised representatives of the parties**.**

14.2 No failure or delay by the parties in exercising any right, power or remedy under this Lease Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

15 FURTHER ASSURANCES

Each party shall promptly execute and deliver all such documents, and do all such things, as the other party may from time to time reasonably require for the purpose of giving full force and effect to the provisions of this Lease Agreement.

16 SEVERABILITY AND LEGALITY

If any provision or part of a provision of this Lease Agreement shall be, or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Lease Agreement, all of which shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision, which, to the extent legally permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable provision. For the avoidance of doubt, the parties do not intend by any provision of this Lease Agreement to acquire or transfer any right, title or interest in or to immoveable property except in accordance with Applicable Laws and subject to all necessary Consents of Relevant Authorities (if required) being obtained.

17 THIRD PARTY RIGHTS

17.1 A person who is not a party to this Lease Agreement shall not have any rights under or in connection with it.

17.2 The rights of the parties to terminate, rescind or agree on any amendment, variation, waiver or settlement under this Lease Agreement is not subject to the consent of any person that is not a party to this Lease Agreement.

18 NOTICE

18.1 Any notice or other communication to be given under or in connection with this Lease Agreement ("**Notice**") shall be in the English language in writing and signed by or on behalf of the party giving it and marked for the attention of the other parties. A Notice may be delivered by hand (either personally or through a courier service) or sent by fax or electronic mail or posted by pre-paid recorded delivery to the address or fax number or email address provided below. All notices to be given pursuant to or in connection with the requirements of this Lease Agreement shall be deemed to have been delivered:

18.1.1 if delivered by hand (whether personally or through a courier service) at the address referred to below, on the date of delivery;

18.1.2 if posted by pre-paid recorded delivery, on the fifth Business Day after the time of posting; or

18.1.3 if sent by facsimile transmission to the correct facsimile number of the addressee referred to below (with a confirmatory transmission report or other acknowledgment of good receipt), at the time of transmission or if sent by electronic mail, at the time of transmission (without receipt of a transmission failure message).

18.2 The addresses for service of notice are:

[LESSOR]

Attention: [☐]
Telephone: [☐]
Facsimile: [☐]
Address: [ ]

[LESSEE]

Attention: [☐]
Telephone: [☐]
Facsimile: [☐]
Address: [ ]

19 GOVERNING LAW AND DISPUTE RESOLUTION

19.1 This Lease Agreement is governed by and shall be construed in accordance with the laws of **Myanmar**.

19.2 The parties shall use their best efforts to settle amicably any and all claims, demands, causes of actions, legal disputes, legal controversies and other legal differences arising out of or relating to this Lease Agreement, including any question regarding its breach, existence, effect, validity or termination (each a "**Dispute**"). The parties shall consult and negotiate with each other in good faith to reach an amicable settlement of any Dispute. If the parties fail to amicably settle their dispute within 30 days of any Dispute arising, the parties hereby agree that such Dispute shall be referred to and finally resolved by arbitration proceedings in **Myanmar**, according to the arbitration rules of the *Myanmar Arbitration Law* 2016 as the same may be amended, modified, substituted or replaced

from time to time.

19.3 The arbitration proceedings shall be conducted in English.

19.4 The resulting arbitral award shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof.

19.5 Any monetary award issued by the arbitrator or arbitration body shall be expressed in and payable in U.S. Dollars immediately.

SCHEDULE 1

DESCRIPTION OF LAND
& NATURE OF RIGHTS AND INTERESTS

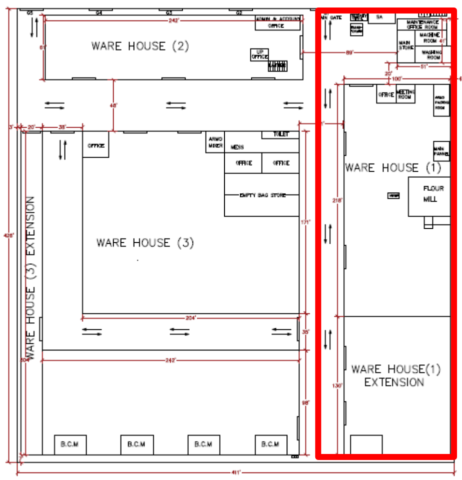
Location	No. 136 Industrial Zone 1; Hliang Thayar Industrial Zone; Hliang Thayar Township; Yangon Division
Area Size	8,057.29 sq. m. Square Meter
Type	Lease Hold
Title	Diamond Star Company Limited
Description of Buildings and list of fixtures and fittings forming part of the Land	Building = 3233.02 square meter
Commencement Date	[xxx] 2016
Details of Grant	
Initial Grant Term	60 Years

SCHEDULE 2

SITE MAP

Location Map

1. Site Map



2. Area Map



IN WITNESS WHEREOF the parties have hereunto caused their respective hands to be set down hereunder the day and year first above written.

SIGNED by [**XXX**])
for and on behalf of)
DIAMOND STAR COMPANY LIMITED)
in the presence of:)

____
Name of witness:

SIGNED by [**XXX**])
for and on behalf of)
SAR TAW KAL NISSIN COMPANY LIMITED)
in the presence of:)

____
Name of witness:

4848-9607-9383, v. 28-9607-9383, v. 20-9607-9383, v. 19-9607-9383, v. 18-9607-9383, v. 16-9607-9383, v. 16-9607-9383, v. 15-9607-9383, v. 2-9607-9383, v. 1

JO JO 20 10 50

မြေငှားစာချုပ်

18 MAR 1996

18 MAR 1996

၁၉၉၆ ခုနှစ်၊ (မြေငှား) အမှတ်တွဲ အမှတ် လ၁၁/ဓနိ-၁/၁၄၅၉/၉၆ အရ ထုတ်ပေးသည်။
၁၈.၃.၉၆

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် "အငှားချထားသူ" ဟုရည်ညွှန်းသည်။ "အငှားချထားသူ" ဆိုသည့်စကားရပ်တွင် မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်း ပါဝင်သည်။)

နှင့် ရန်ကုန် မြို့နေ၊ ဦး — ၏၊ သား/သမီး ဖြစ်သော

ဦး Diamond Star Co Limited ၏ အမျိုးသားမှတ်ပုံတင်အမှတ် ၁၄၅/၁၉၉၀-၉၁ (နောက်တွင် "အငှား စာချုပ်ရသူ" ဟု ရည်ညွှန်းသည်။) တို့၊ ၁၃၅၇ ခုနှစ်၊ တပေါင်း လဆန်း/လပြည့်ကျော် ၁၅ ရက်နေ့၊ ၁၉၉၆ ခုနှစ်၊ (မတ် လ ၁၈ ရက်) တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်–ချုပ်ဆိုကြသည်။

အငှား စာချုပ်သူက–နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့် လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့်လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကိုထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်–ထွက် သွားလာနိုင်ခွင့် စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွအငှားချထားသူက အငှားစာချုပ်ရသူအား၊ ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ်မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓာတ်သတ္တုပစ္စည်းများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကွာရီ (Quarries) စသည်တို့သည်ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ မပါဝင်ချေ။ ထိုသို့ရှာဖွေတူးဖော်ရယူ၊ သယ်ဆောင်ရာ၌ အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကိုနောက်ယှက်ပျက်စီးစေခဲ့လျှင်၊ အငှားစာချုပ်ရသူအားသင့်တော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့် စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်း အက်ဥပဒေ၏ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ်–ချုပ်ဆိုသည့် ၁၈.၃.၁၉၉၆ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင် ၂၀၁၁ ခုနှစ်၊ မတ် လ ၁၇ ရက်နေ့၌ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါးနှစ်အတွင်းတွင် ကျပ် ~~၄၃၅/-~~ ပြား ၂၁၇/- (~~[illegible]~~ [illegible]) တိတိကို ဇန်နဝါရီလ ၁–ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇန်နဝါရီလ ၁–ရက်နေ့တွင် လည်းကောင်း၊ ဧပြီလ ၁–ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဧပြီ ၁–ရက်နေ့တွင် လည်းကောင်း၊ ဇူလိုင်လ –၁ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇူလိုင်လ ၁–ရက်နေ့တွင် လည်းကောင်း၊ အောက်တိုဘာလ ၁–ရက်နေ့မှစသည့် သုံးလပတ်အတွက် အောက်တိုဘာလ ၁–ရက်နေ့တွင်လည်းကောင်း ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါနှစ်ခြောက်ဆယ်ကာလ အပိုင်းအခြား၏ ဒုတိယတဆယ့်ငါးနှစ်နှင့်တတိယတစ်ဆယ့်ငါးနှစ်၊စတုတ္ထတစ်ဆယ့်ငါးနှစ်အတွက်အပိုဒ် ၃–တွင် ပြဋ္ဌာန်းထားသည့်နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင်ရမည်။

[illegible] (မြေငှားအခွန်ဌာနခွဲ) ၏ ၂၅-၃-၉၆ ရက်စွဲပါ စာအမှတ် - [illegible] အရ - မြေငှားခ [illegible] (၂၁၇/-) [illegible]



20 DEC

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။

(က) အထက်၌ မြေငှားခကိုပေးဆောင်ရန် [illegible] သည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော [illegible] သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌လည်းကောင်း အဆိုပါ နှစ်ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ စည်းကြပ်လတ္တံ့ ဖြစ်သော အခွန်အတုတ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ်ချုပ်ဆိုသည့်နေ့မှ ၆-လအတွင်း စတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်း အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော [illegible] ဆိုင်သည့်တရားဥပဒေများနှင့် အညီ ပြီးစီးအောင်ဆောက်လုပ်ရန်နှင့် ထိုလူနေ [illegible] ဆယ်ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက်တည်ရှိသော ရပ်ကွက်၌သက်ဆိုင်ရာဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်နှင့် ရေပိုက်များ ချထားလျှင်၊ [illegible] တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော [illegible] ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်က ခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါ မြေကွက်ပေါ်၌ အဆောက်အအုံတစ်ခုထက်ပို၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာဖြင့် သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားအတွင်းအဆိုပါ မြေကွက်ကို [illegible] ပါ၊ အခြားကိစ္စအတွက် အသုံးပြုရန်နှင့် အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့် [illegible] ခြားနည်း အသုံးမပြုရန်။

(စ) အငှားချထားသူ၏ စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ၊ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်ပြင် ၎င်းမြေ တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများမပြုလုပ်ရ။

(ဆ) ဤစာချုပ်နှင့်စပ်လျဉ်း၍ မည်သည့်ကိစ္စအတွက်မဆို၊ အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသောအဆောက်အအုံသို့ဖြစ်စေ၊နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားတွင်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေး ဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရ ဆောင်ရွက်သူများအား နေ့ခင်း သင့်တော်သည့် အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြား ကုန်ဆုံးသောအခါ အဆိုပါမြေကွက် တည်ရှိသည့် အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွဲကပ်ထားသော ပစ္စည်းမပါဝင်စေဘဲ၊ အဆိုပါမြေကွက်ကိုအငှားချထားသူအား အေးဆေးစွာပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် အငှားချထားသူက အပိုဒ် ၂-အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ ထိုအဆောက်အအုံနှင့် အမြဲတွယ် ထားသောပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၁၉၉၆ ခုနှစ် အတွင်းတွင် ဖြစ်စေ
ထိုနောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါ မြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို သို့တည်းမဟုတ် ၎င်း၏ အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလ ဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပြေ ကျန်ရှိလျှင် သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင် ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များ အတိုင်း လိုက်နာဆောင်ရွက် ရန် ပျက်ကွက်လျှင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ် ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါ မြေငှားခကို ရယူရန် ချက်ချင်း အမှုဖွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံ ချက် ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊ အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာ ချုပ်ကို ပယ်ဖျက်၍ အဆိုပါ မြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုဆောက်အအုံများနှင့် အမြဲတွယ် ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည် ။

(က) အပိုဒ် ၂–အရ၊ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိ သင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားဂရန် ရသူ၏ နောက်ဆုံး သိရှိရသော လိပ်စာတပ်ပြီး ရေစစ္စတြီပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည် ။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်၊ အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည် ။ အဆိုပါ နို့တစ်စာကိုပြဆိုသည့်နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း ပြုလုပ်ပြီးနောက် ရက်ပေါင်း ခြောက်ဆယ်အတွင်း အငှားစာချုပ် ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားလုံးနှင့်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြားပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက် စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင် လည်းကောင်း အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ်ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါမြေကွက်နှင့် ပြန်လည် သိမ်းယူသည့်အချိန်တွင် ထိုမြေကွက်ပေါ်၌တည်ရှိနေသော အဆောက်အအုံ၊ထိုအဆောက်အအုံနှင့်အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိ ထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန် ။ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြား အကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူ သည့်အခါက ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများ သို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက် ပေါ်တွင် ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏ တန်ဖိုးယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ပျက်ဆီးယိုယွင်းခြင်းအတွက်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရန် ။

(ခ) အပိုဒ် ၂–အရ၊ ဤစာချုပ်ကိုပယ်ဖျက်ပြီး မဟုတ်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူကနှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည်အထိ အဆိုပါမြေငှားခကိုပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါမိမိပြုလုပ်သည့် ပဋိညာဉ်ခံ ချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ် ထားသောအဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန် မီ ခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခန့်ခွဲနိုင်သည် ။ သို့ရာတွင် ထိုသို့ သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက်ပျက်စီးယိုယွင်းခဲ့ လျှင် ထိုမြေကွက်ကိုမူလအခြေအနေ အတိုင်းရှိအောင် ပြုပြင်ပေးရန် ။

(ဂ) (၂၀၁၁)ခုနှစ်၊ [illegible] လ၊ (၁၉)ရက်နေ့မှစ၍ ပထမတဆယ့်ငါးနှစ် ကုန်ဆုံး သည့် အခါ ဒုတိယတဆယ့်ငါးနှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနှုန်းဥပဒေ ၂၄–အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကို လည်းကောင်း၊ ဒုတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ တတိယတဆယ့်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ ၂၄–အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ စတုတ္ထတဆယ့် ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄– အရ စည်းကြပ်သောသုံးလပတ်မြေငှားခကိုလည်းကောင်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန် ။ အကယ်၍ အထက်ပါနည်းလမ်းအတိုင်း မြေငှားခကိုပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင်ပြဋ္ဌာန်းထား သည့်နည်းလမ်းအတိုင်း မြေငှားခကိုပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲသုံးလပတ်မြေငှားခကို ဆက်လက်ပေး ဆောင်ရန် ။

(ဃ) ဤစာချုပ်ပါအခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ပထမနှစ်ပေါင်းသုံးဆယ်အတွင်းသတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောမြေငှားခကို ပြေလည်အောင် ပေး ဆောင်ခဲ့သောကြောင့် လည်းကောင်း၊ ပြုလုပ်ထားသည့်ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့် လည်းကောင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောသုံးလပတ် မြေငှားခဖြင့်နောက်ထပ် နှစ်ပေါင်း သုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်း မြေငှားစာချုပ် အသစ် ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံးခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့် အကြောင်းကြား ရမည် ။ အကြောင်းကြားစာနှင့်အတူ ပထမမြေငှားစာချုပ်ကိုပေးအပ်လျှင် ထိုအကြောင်းကြားစာရရှိသည့်နေ့မှခြောက်လ အတွင်းနောင် နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့်ဖြစ်နိုင်သမျှ တူညီသည့် ပဋိညာဉ် ခံချက်များပါရှိသည့် မြေငှားစာချုပ် အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူကထုတ်ပေးရန် ။ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပတ်မြေငှားခကို အငှားစာချုပ်ရသူကပေးဆောင်ရန် ။

ဤစာချုပ်ပါစကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကိုခပ်နှိပ်၍ အဆိုပါညွှန်ကြားရေးမှူးချုပ်နှင့် အဆိုပါ Diamond Star Company သည် ဤစာချုပ်ကိုအထက်၌ ဖော်ပြခဲ့သည့်နေ့တွင် လက်မှတ် ရေးထိုးကြကြောင်း။

LT ၁

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန

မြို့.- [illegible]

တံဆိပ်ကို ညွှန်ကြားရေးမှူးချုပ်	ဦးအုံကျော်	ညွှန်ကြားရေးမှူးချုပ်
ဒုတိယညွှန်ကြားရေးမှူးချုပ်	ဦးစိုးလွင်	ဒုတိယညွှန်ကြားရေးမှူးချုပ်
နှင့် ညွှန်ကြားရေးမှူး	ဦးတင်ဝင်း	တို့

ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ
ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့်
ညွှန်ကြားရေးမှူးတို့လက်မှတ် ရေးထိုးသည်။

ညွှန်ကြားရေးမှူး

အသိသက်သေ။

ဒုတိယညွှန်ကြားရေးမှူး (မြေနှင့်အခွန်) ဦးထွန်းလင်း

အငှားစာချုပ်ရသူ Diamond Star Company က
လက်မှတ်ရေးထိုးသည်။ LT ၁

အငှားစာချုပ်ရသူ

(KO KO GYI (a) SOE NAING)
DIRECTOR
DIAMOND STAR CO., LTD.

အသိသက်သေ။

၁။ ဦးကျော်သူဝင်း၊ [illegible]

၂။

ဦးစိုးအေးရှိန်
လိုင်သာယာမြို့နယ်မှူး
မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန
လိုင်သာယာမြို့

ဦးစိုးအောင်ရှိ

ခွင့်ပြုပြီးမြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် [illegible]
မြေတိုင်းရပ်ကွက်အမှတ် ၁ ဇုန်-(၁)
ရန်ကုန်မြို့ [illegible] မြို့နယ်။
အတွင်းရှိ ________ တန်းစား၊ မြေကွက်အမှတ် [illegible]
ဖြစ်သည်။ ပူးတွဲပါ မြေပုံ၌ မင်နီဖြင့် ပြထားသော အလျား ____ ပေ၊ အနံ ____ ပေခန့်ရှိသော အလားအလာ
အရှေ့လားသော် [illegible]
အနောက်လားသော် [illegible]
တောင်လားသော် [illegible]
မြောက်လားသော် [illegible]
အတွင်းရှိ မြေအားလုံး ဧရိယာ [illegible] ဧက၊ (စတုရန်းပေ [illegible])

ရန်ကုန်မြို့တော်

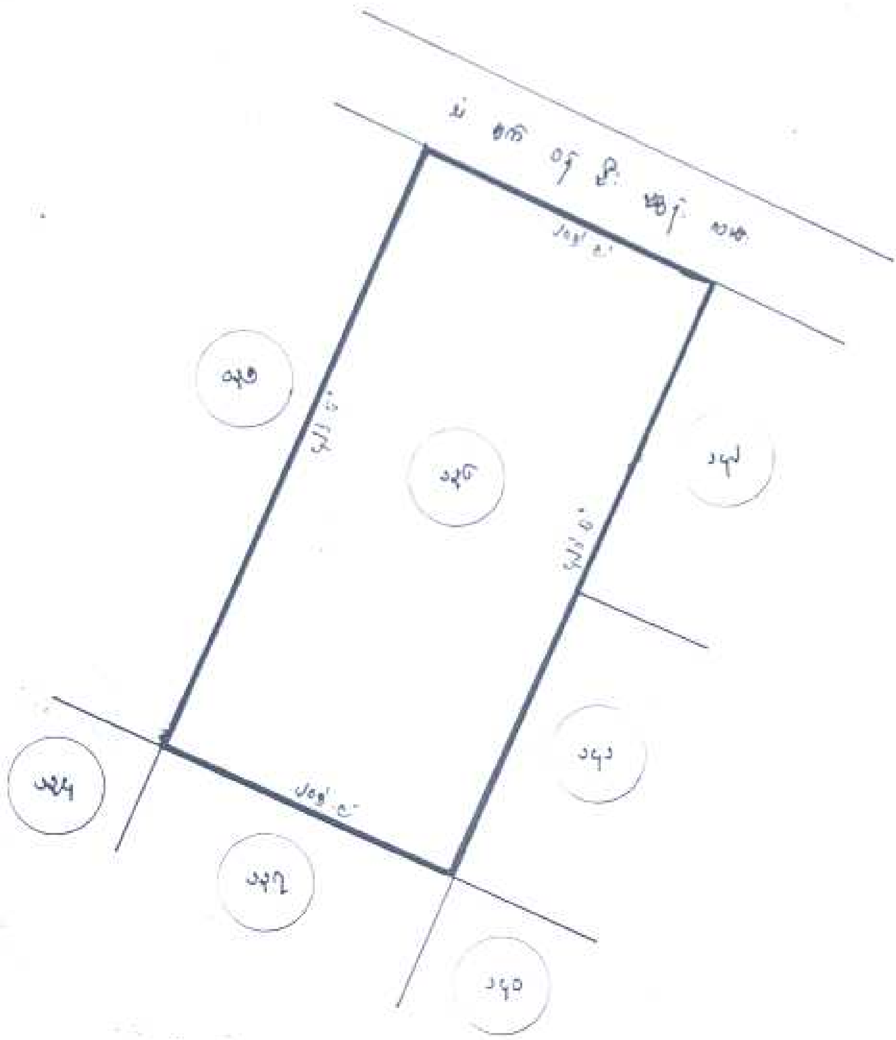
အိုးအိမ်ပုံစံ

အကွက်စံ – ၂၂

မြို့နယ်၊ လူနေရပ်ကွက်အမှတ်

ကွက်အမှတ် မှ မြေကွက်အမှတ် ၏

၁ လက်မလျှင် ၂၀ ပေစကေး



ရည်ညွှန်းချက်

ဖရိယာ

စတုရန်းပေ

ဧက

ဦးစီးအရာရှိ

မြေတိုင်းဌာနခွဲ

မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

ဘူးစာရေး

မြေတိုင်း (၃)

မြေတိုင်း (၂)

MYANMAR CITIZENS BANK LTD.

BANK STATEMENT

Account No: CDL120006
Name of Account: LLUVIA LIMITED
NRC No.: -
Address: NO.126/A, KABARAYE PAGODA RD, SAYARSAN QTR, BAHAN TSP, YGN.

Bank Statement for the month of : From 01/08/2016 To 31/08/2016

Date	Particular	Chq; No.	C/T/L	CUR	Debit	Credit	Balance
	BALANCE FORWARD			USD			3,430,632.73
04/08/2016		L	TRF	USD	27,985.00		3,402,647.73
04/08/2016		L	TRF	USD	34.98		3,402,612.75
08/08/2016		L	TRF	USD	50.00		3,402,562.75
18/08/2016			TRF	USD		19,914.10	3,422,476.85
31/08/2016		L	TRF	USD	27,985.00		3,394,491.85
31/08/2016		L	TRF	USD	34.98		3,394,456.87
			Grand Total		56,089.96	19,914.10	

Unless the Bank is immediately notified of any discrepancy found in the statement of account, it will be taken that the account has been found to be correct.

TRANSACTION CODE

CSH = CASH
TRF = TRANSFER
CLG = CLEARING

Number Of Debit =5

Number Of Credit =1

A - MANAGER
INTERNATIONAL BANKING DEPARTMENT

CERTIFICATE OF BALANCE(S)

DATE 29 September 2016

NISSIN FOODS HOLDINGS CO.,LTD.

Dear Sirs,

We hereby certify that the balance(s) of your undermentioned account(s) with us at the close of business

on 23 September 2016 was/were,

Type of deposit(s) 預金種類	A/C No. 口座番号	Balance(s) 残高	Remarks 備考など
TIME ACCOUNT 定期預金			
NOTICE ACCOUNT 通知預金			
ORDINARY ACCOUNT 普通預金			
CURRENT ACCOUNT 当座預金	0083305	JPY7,031,821,731	
SPECIAL ACCOUNT 別段預金			
ORDINARY ACCOUNT 納税準備預金			
NEGOTIABLE CERTIFICATE OF DEPOSIT 譲渡性預金			

(The above balance(s) include(s) bill(s) on other bank(s) subject to settlement through clearing.)

Yours Faithfully

Mizuho Bank, Ltd.

Business Operations Department

Address : 5-5, Ootemadhi 1-chome, Chiyoda-ku, Tokyo 100-8176, Japan

Authorized Signature

2201Y650(先)14.07

နိုင်ငံသားစိစစ်ရေးကတ်ပြား



အမှတ် ....

ရက်စွဲ ....

အမည် ....

ဖခင်အမည် ....

မွေးသက္ကရာဇ် ....

လူမျိုး/ဘာသာ ....

အရပ် .... သွေးအုပ်စု ....

ထင်ရှားသည့်အမှတ်အသား ....

ထုတ်ပေးသူလက်မှတ်

အမည် ....

ရာထူး ....

အမှတ်စဉ် D 333801

သက်သေခံကတ်ပြားအမှတ် ....

လက်ဗဲလက်မပုံစံ

အလုပ်အကိုင် ....

နေရပ်လိပ်စာ ....

ထိုးမြဲလက်မှတ် ....

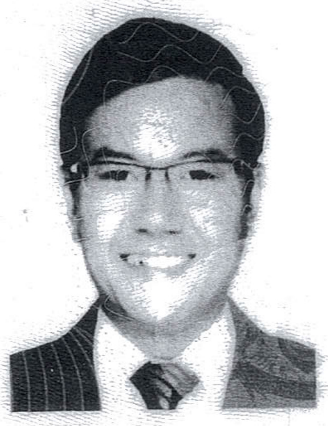
၁။ ဤကတ်ပြားကို အမြဲဆောင်ထားရမည်။

၂။ ပျောက်ဆုံး၊ ပျက်စီးသည့်အခါသက်ဆိုင်ရာ ရဲစခန်း၊ မြို့နယ်လူဝင်မှုကြီးကြပ်ရေးနှင့် အမျိုးသားမှတ်ပုံတင်ရေး ဦးစီးဌာန နှင့် ရုံးသို့ သတင်းပို့ ရမည်။

၃။ ဤလက်မှတ်ကိုအသက်( ) နှစ်ပြည့်လျှင် လဲလှယ်ရမည်။ ပျက်ကွက်ပါက အရေးယူခြင်းခံရမည်။

THIS PASSPORT IS VALID FOR ALL COUNTRIES
EXCEPT THE FOLLOWING:

PASSPORT **REPUBLIC OF SINGAPORE**



Type	Country Code	Passport No
PA	SGP	E3213938F

Name
LIM CHONG CHONG
(LIN CONGCONG)

Sex	Nationality
M	SINGAPORE CITIZEN

Date of birth	Place of birth
31 MAR 1978	SINGAPORE
Date of issue	**Date of expiry**
31 MAY 2012	21 NOV 2017
Modifications	**Authority**
SEE PAGE 2	MINISTRY OF HOME AFFAIRS

National ID No
S7808727G

PASGPLIM<<CHONG<CHONG<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

E3213938F4SGP7803314M1711213S7808727G<<<<<70

渡航先

This passport is valid for all countries and areas unless otherwise endorsed.

日本国 JAPAN

旅券
PASSPORT

型/Type
P

発行国/Issuing country
JPN

旅券番号/Passport No.
TK2903583



姓/Surname
ARAI

名/Given name
HIROYUKI

国籍/Nationality
JAPAN

生年月日/Date of birth
13 NOV 1972

性別/Sex
M

本籍/Registered Domicile
TOKYO

発行年月日/Date of issue
02 SEP 2010

有効期間満了日/Date of expiry
02 SEP 2020

発行官庁/Authority
MINISTRY OF FOREIGN AFFAIRS

所持人自署/Signature of bearer
荒井裕之

P<JPNARAI<<HIROYUKI<<<<<<<<<<<<<<<<<<<<<<<<<
TK29035833JPN7211139M2009029<<<<<<<<<<<<<<02

渡 航 先

This passport is valid for all countries and areas unless otherwise endorsed.

日 本 国 JAPAN

旅 券
PASSPORT

型/Type: P
発行国/Issuing country: JPN
旅券番号/Passport No.: TZ0538614



姓/Surname
OGIWARA

名/Given name
EIGO

国 籍/Nationality
JAPAN

生年月日/Date of birth
22 FEB 1977

性別/Sex
M

本 籍/Registered Domicile
TOKYO

発行年月日/Date of issue
24 JAN 2008

有効期間満了日/Date of expiry
24 JAN 2018

発行官庁/Authority
CONSULATE-GENERAL OF JAPAN
AT LONDON

所持人自署/Signature of bearer
荻原 英吾

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P<JPNOGIWARA<<EIGO<<<<<<<<<<<<<<<<<<<<<<<<<<
TZ05386149JPN7702222M1801248<<<<<<<<<<<<<<00
```

B A E 8 7 8 2 6

3

ENDORSEMENTS AND LIMITATIONS

This passport is valid for all countries unless otherwise endorsed (subject to any visa or other entry regulations of countries to be visited).

MENTIONS ET RESTRICTIONS

Ce passeport est valable pour tous les pays, sauf indication contraire. (Le titulaire doit également se conformer aux formalités d'entrée des pays où il a l'intention de se rendre.)

Stanley Khaing

(Signature of bearer - Signature du titulaire)

CANADA

PASSPORT

PASSEPORT



Type/Type: P

Issuing Country/Pays émetteur: CAN

Passport No./N° de passeport: BA613016

Surname/Nom: KHAING

Given names/Prénoms: STANLEY KYAW

Nationality/Nationalité: CANADIAN/CANADIENNE

Date of birth/Date de naissance: 17 DEC /DÉC 80

Sex/Sexe: M

Place of birth/Lieu de naissance: RANGOON MMR

Date of issue/Date de délivrance: 16 AUG /AOÛT 12

Issuing Authority/Autorité de délivrance: KITCHENER

Date of expiry/Date d'expiration: 16 AUG /AOÛT 17

Stanley Khaing

P<CANKHAING<<STANLEY<KYAW<<<<<<<<<<<<<<<<<<<

BA613016<4CAN8012171M1708163<<<<<<<<<<<<<<08

To:

The Director General
Directorate of Investment and Company Administration
The Government of the Republic of the Union of Myanmar
No. 1, Thitsar Road, Yankin Township, Yangon.

4215

Date: 30. 9. 2016

Re: Application to check availability of company name for foreign company registration

1. I wish to submit an application to confirm the availability of the following company name:

   Name in English: Sar Taw Kal Nissin Company Limited

   Name in Myanmar: စားတော်ကဲ နစ်ဆင်း ကုမ္ပဏီ လီမိတက်

   (*The proposed company name must be specified in both English & Myanmar*).

2. The contact details of the applicant are as listed below:

   Name: Hay Mar Wai Hlaing

   Company: -

   Address: No. (203), 37th Street, Kyauktada Township, Yangon.

   Phone number: 09-970831084

3. The business objectives and activities of the proposed foreign company are as listed below:

   (i) to manufacture and distribute instant noodle.

   (ii)

   (iii)

   (iv)

   (v)

   (vi)

   (vii)

   (viii)

Signature of applicant: [signature]

Name: Hay Mar Wai Hlaing

NRC (Myanmar) or Passport No. (and country) : 12/ Ka Ta Ta (Naing) 029119

Nissin Corporation
(Yangon Branch)
[illegible]

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ၁၉၄ အက်ဖ်စီ/ ၂၀၁၅–၂၀၁၆ (ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ လူဗီးယား လီမိတက် အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၅ခုနှစ်၊ ဇွန်လ၊ ၂ ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. 194FC of 2015-2016 (YGN)

I hereby certify that LLUVIA LIMITED is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Given under my hand at Yangon this SECOND day of JUNE, TWO THOUSAND AND FIFTEEN.

For Driector General
(Nilar Mu, Director)

Directorate of Investment and Company Administration

ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်(၂-၆-၁၅)မှ(၁-၆-၂၀) ရက်နေ့အထိ (၅)နှစ် သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထားရမည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သက်ပိုင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

Lluvia Ltd. changed from Myanmar Company to Foreign Company made on 2-6-2015.

For Director General,
(Thet Paing - Deputy Director)

ISSUED DATE

FORM VI

RETURN OF ALLOTMENTS
THE MYANMAR COMPANIEES ACT.

(See Section 104)

(To be filed with the Registrar within one month after the allotment is made)

Return of allotment from the 23 JUN of 2015

on the 23 of JUN 2015 of LLUVIA LIMITED

Made pursuant to Section 104 (1)

Number of the shares of allotted payable in cash -------- 1,001,000 SHARES

" " " " --------

Nominal amount of the shares so allotted -------- KS.10,010,000,000/-

" " " " --------

Amount paid or due and payable on cash such share -------- KS. 10,000/-(FULLY PAID UP)

" " " " --------

Number of ordinary shares allotted for a consideration other than cash

Nominal amount to be ordinary shares so allotted --------

Amount to be treated as paid on each such share --------

The consideration for which such share have been allotted is as follow: -

Lluvia Limited No........ Date........

NOTE: In making a return of allotted under Section 104 (1) the Myanmar Companies Act., it is to be noted that-

1. When a return include several allotments made on different dates, the actual date of only the first and last of such allotment should be entered at the tip of the front page, and the registration of the return should be efferected within one month of the first date.

2. When a return relates to one allotment only, made on one particular date, that date only should be inserted and the spaces for the second date struck out and the world made substituted for the world " From " after the world " allotment " above.

Here insert name of Company.

Distinguish between preference, ordinary, or other description of shares.

Presented for filling by : U KO KO GYI @ U SOE NAING (MANAGING DIRECTOR)

Name, Address and Description of Allottes

Name & N.R.C No	Address	Description	Number of the shares allotted	
			Preference	ordinary
1. DIAMOND STAR COMPANY LIMITED REPRESENTED BY;				850850
(a) U KO KO GYI @ U SOE NAING 12/KA TA TA (N)012243	No.34,UNIVERSITY AVENUE ROAD,BAHAN TOWNSHIP, YANGON.	MERCHANT		
(b) DAW MOE MOE 9/MA YA MA(N)026759	No.34,UNIVERSITY AVENUE ROAD,BAHAN TOWNSHIP, YANGON.	MERCHANT		
2.MC FOOD HOLDINGS ASIA PTE LTD. REPRESENTED BY;				150150
MR GEN MURAKAMI TH 0223859	1 TEMASEK AVENUE#19-00, MILLENIA TOWER,SINGAPORE -39192	MERCHANT		
			TOTAL	1001000 SHARES

Signature

Date (.6.2015)

MANAGING DIRECTOR

Ko Ko Gyi (a) Soe Naing
Managing Director
Lluvia Limited

0006[illegible]

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : LLUVIA LIMITED

Presented by : KO KO GYI @ SOE NAING (MANAGING DIRECTOR)

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1. DAW SAN KYU	MYANMAR 9/MA NA TA(NAING)033227	NO.(80), MINGALAR HOUSING, CORNER OF (83X84) STREET, (27X28) CHAN AYE THAR ZAN TOWNSHIP, MANDALAY.	MERCHANT	DIRECTOR
2. U KO KO GYI @ U SOE NAING	MYANMAR 12/KA TA TA(NAING)012243	NO.(34), UNIVERSITY AVENUE ROAD, BAHAN TOSHIP, YANGON.	MERCHANT	MANAGING DIRECTOR
3. DAW MOE MOE	MYANMAR 9/MA YA MA(NAING)026759	NO.(34), UNIVERSITY AVENUE ROAD, BAHAN TOSHIP, YANGON.	MERCHANT	DIRECTOR
4. DAW AYE SANDAR LWIN	MYANMAR 12/OU KA MA(NAING)013755	NO.(383), THUNANDAR 9TH STREET, G QUARTER, NORTH OKKALAPA TOWNSHIP, YANGON.	MERCHANT	DIRECTOR
5. MR LIM CHONG CHONG	SINGAPORE E 3213938F	NO. (107-A), ROOM (604), KYIKE WINE PAGODA ROAD, MAYANGONE TOWNSHIP, YANGON.	MERCHANT	DIRECTOR
6. MR SATOSHI YAHAGI	JAPAN TK 2936317	1 TEMASEK AVENUE #19-00, MILLENIA TOWER, SINGAPORE (39192)	MERCHANT	RESIGNED w.e.f (3. 3. 2016)
7. MR GEN MURAKAMI	JAPAN TH 0223859	1 TEMASEK AVENUE #19-00, MILLENIA TOWER, SINGAPORE (39192)	MERCHANT	DIRECTOR
8. MR. TOMOHIRO MIYAHARA	JAPAN TR 2926374	1 TEMASEK AVENUE #19-00, MILLENIA TOWER, SINGAPORE (39192)	MERCHANT	APPOINTED w.e.f (3. 3. 2016)

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.
(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Signature ....

Designation .... MANAGING DIRECTOR

Dated this ....5. 5. 2016..............

Form (26)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

လူဗီးယား လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memoradum Of Association

AND

Articles Of Association

OF

LLUVIA LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

လူဗီးယား လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

❖ ❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ **ကုမ္ပဏီ၏ အမည်သည်** လူဗီးယား **လီမိတက် ဖြစ်ပါသည်။**

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါ အတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် ၁၀၀၀၀၀၀၀၀၀၀၀ /-(ကျပ် **သန်းတစ်သိန်း** တိတိ) ဖြစ်၍ငွေကျပ် ၁၀၀၀၀.၀၀ /-(ကျပ် **တစ်သောင်း** တိတိ) တန် အစုရှယ်ယာပေါင်း (၁၀၀၀၀၀၀၀)ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကိုကုမ္ပဏီ၏စည်းမျဉ်းများနှင့်လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေအထွေထွေ ပြဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာ ရှိစေရမည်။

၆။ ကုမ္ပဏီကိုတည်ထောင်ရသော ရည်ရွယ်ချက်များမှာ-

မြန်မာ့ရင်းနှီးမြှုပ်နှံမှုကော်မရှင် ခွင့်ပြုမိန့်အရ
(၁) ဂျုံကြိတ်ခွဲ ထုတ်လုပ်ခြင်းနှင့် ဖြန့်ဖြူးရောင်းချခြင်းလုပ်ငန်း
(၂) အသင့်ဖျော်ကော်ဖီ ၊ လက်ဘက်ရည် ၊ နို့မှုန့်နှင့် ကွေကာများထုတ်လုပ်ဖြန့်ဖြူးရောင်း
ချခြင်းလုပ်ငန်း

၇ ။ ကုမ္ပဏီမှ သင့်တော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း ၊ ကုမ္ပဏီ ၊ ဘဏ် ၊ သို့မဟုတ် ၊ ငွေကြေး အဖွဲ့အစည်း ထံ မှမဆို ငွေချေးယူရန် ။

ခြွင်းချက် ။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ ၊ အခြား မည်သည့် အရပ်ဒေသ၌ဖြစ်စေ ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရား ဥပဒေ များ ၊ အမိန့်ကြော်ငြာစာများ ၊ အမိန့်များ က ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြား လုပ်ငန်းများ ကို လုပ်ကိုင် ဆောင်ရွက်ခြင်း မပြုပါ ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော် အတွင်း၌ အချိန် ကာလ အားလျော်စွာ တည်မြဲနေသည့် တရား ဥပဒေပြဋ္ဌာန်းချက်များ ၊ အမိန့် ကြော်ငြာစာများ ၊ အမိန့်များနှင့် လျော်ညီ သင့်တော်ခြင်း သို့မဟုတ် ၊ ခွင့် ပြုထားရှိခြင်း ရှိမှ သာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက် ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည် အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
၁.	ဒိုင်းမွန်းစတားကုမ္ပဏီလီမိတက် ကိုယ်စားပြုသူ		၈၅၀၈၅၀	
	(a) ဦးကိုကိုကြီး(ခ)ဦးစိုးနိုင်	၁၂/ကတတ(နိုင်) ၀၁၂၂၄၃		
	(b) ဒေါ်မိုးမိုး	၁၂/မရမ(နိုင်) ၀၂၆၇၅၉		
၂.	MC Food Holdings Asia Pte Ltd. Represented By: Mr Gen Murakami	Japan TH 0223859	၁၅၀၁၅၀	

NOTARY PUBLIC AT YANGON
REPUBLIC OF UNION OF MYANMAR
U AYE MAUNG

NOTARY PUBLIC
U AYE MAUNG

1-6-15
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- 1 JUN 2015

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ရန်ကုန်။ နေ့စွဲ၊ ၂၀ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

လူဗီးယား လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက် ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇ (၂) တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေတွက်ကို ငါးဆယ် အထိသာ ကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက် ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏သတ်မှတ်မတည်ငွေရင်းသည်ကျပ် ၁၀၀၀၀၀၀၀၀၀၀၀ / -(ကျပ် **သန်းတစ်သိန်း** တိတိ)ဖြစ်၍ ငွေကျပ် ၁၀၀၀၀.၀၀ / -(ကျပ် **တစ်သောင်း** တိတိ)တန် အစုရှယ်ယာပေါင်း (၁၀၀၀၀၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြားပုဂ္ဂိုလ် များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကိုသော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာ များက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျ ပေးသွင်း စေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၁၀) ဦး ထက်မများစေရ။

ပထမ ဒါရိုက်တာများသည် -

(၁) ဒေါ်စန်းကြူ
(၂) ဦးကိုကိုကြီး(ခ) ဦးစိုးနိုင်
(၃) ဒေါ်မိုးမိုး
(၄) ဒေါ်အေးစန္ဒာလွင်
(၅) MR. LIM CHONG CHONG
(၆) MR. SATOSHI YAHAGI
(၇) MR.GEN MURAKAMI

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ညဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့ကပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သောအရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန်တာဝန် ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့်အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေ သတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေး ထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်းနေဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက် တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံးအတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ(က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန် အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို ဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီက ပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကိုပြုလုပ်ရန်။

(၂) သင့်လျော်သော စည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကို ချေးငှားရန် သို့မဟုတ် အဆိုပါချေးငှားသော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကိုအပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီ ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများထုတ်ပေးရာ၌ ငွေအပြည့်ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသောအာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ ထိုကဲ့သို့ မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကို အမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက် လည်းကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏ တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ်ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကိုဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသော စည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့် ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆိုပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်းလိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများ အတွက်ပြေစာများ ပြုလုပ်ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆက်နိုင်ခြင်းကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ ကိုယ်စားမည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော်လျောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံ ထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးစိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်)ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သောော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသောမည်သည့်အရာရှိသို့မဟုတ်ပုဂ္ဂိုလ်ကိုမဆိုအတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသောအမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏ လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန်အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန်အတွက် မည်သည့်ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီး ကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းဝေးကြီးနှင့်တစ်ဆယ့်ငါးလထက်မပိုသည့် အချိန်၌)ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့်အစုရှင်အရေအတွက် မတတ်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင် မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တတ်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင် အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေတွက်ဖြစ် စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအားခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေ များကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေးဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်း ကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများကသင့်လျော်သည်ဟုထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲ ဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည် အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
၁.	ဒိုင်းမွန်းစတားကုမ္ပဏီလီမိတက် ကိုယ်စားပြုသူ		၈၅၀၈၅၀	
	(a) ဦးကိုကိုကြီး(ခ)ဦးစိုးနိုင်	၁၂/ကတတ(နိုင်) ၀၁၂၂၄၃		
	(b) ဒေါ်မိုးမိုး	၁၂/မရမ(နိုင်) ၀၂၆၇၅၉		
၂.	MC Food Holdings Asia Pte Ltd. Represented By: Mr Gen Murakami	Japan TH 0223859	၁၅၀၁၅၀	

NOTARY PUBLIC AT YANGON
REPUBLIC OF UNION OF MYANMAR
U AYE MAUNG

NOTARY PUBLIC U AYE MAUNG

1-6-15

U Aye Maung, B.Com.,B.L.,
Advocate & Notary Public.,
No. 563 (1 st,Floor) Merchant Street,
Yangon, Tel: 386976

- 1 JUN 2015

Noted as No. 55816 of 2015

ရန်ကုန်။ နေ့စွဲ၊ ၂၀ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင်
လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

LLUVIA LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is **LLUVIA** LIMITED.

II. The registered offfice of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is Ks. **100,000,000,000** /-(Kyats **One Hundred Billion** Only) divided into (**10,000,000**) shares of Ks. **10,000.00** /-(Kyats **Ten Thousand** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulation of the Company and the legislative provisions for the time being in force in this behalf.

6. The Objectives for Which The Company Is Established are -

As per MIC permit

(1). Manufacturing and Distribution of Wheat Flour

(2). Manufacturing and Distribution of Instant Coffee, Instant Tea, Milk Powder and Cereal

7. To borrow money for the benefit of the Company's business from any person,firm,company, bank or financial organizatio in the manner that the Company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere,save in so for as it may be entitled so as to do in accordance with the Laws,Orders and Notifications in force from ti to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	Diamond Star Company Limited		850850	
	Represented By: (a) U ko Ko Gyi (a) U Soe Naing	12/Ka Ta Ta(Naing) 012243		
	(b) Daw Moe Moe	9/Ma Ya Ma(Naing) 026759		
2.	MC Food Holdings Asia Pte Ltd.		150150	
	Represented By: Mr GenMurakami	Japan TH 0223859		

NOTARY PUBLIC AT YANGON
REPUBLIC OF UNION OF MYANMAR
U AYE MAUNG

NOTARY PUBLIC U AYE MAUNG

1-6-15

U Aye Maung, B.Com.,B.L.,
Advocate & Notary Public.,
No. 563 (1 st,Floor) Merchant Street,
Yangon, Tel: 386976

- 1 JUN 2015

Noted as No. 55916 of 2015

Yangon Dated the day of

It is hereby certified that the persons mentioned above put their signatures in my presence.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

LLUVIA LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the first Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-

   (a) The mumber of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is here by prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is Ks. **100,000,000,000** /- (Kyats **One Hundred Billion** Only) divided into (**10,000,000**) shares of Ks. **10,000.00** /- (Kyats **Ten Thousand** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulation of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (10).

The First Directors shall be : -

(1) **DAW SAN KYU**
(2) **U KO KO GYI @ U SOE NAING**
(3) **DAW MOE MOE**
(4) **DAW AYE SANDAR LWIN**
(5) **MR. LIM CHONG CHONG**
(6) **MR. SATOSHI YAHAGI**
(7) **MR. GEN MURAKAMI**

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determind, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12: Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constitued.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power: -

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future)as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time(not being more than fifteen month after the holding of the last preceding general meeting)and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital(not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to : -

(1) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*

(2) *all sales and purchases of goods by the Company;*

(3) *all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

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EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
4-8-26, Kita-Shinagawa, Shinagawa-Ku, Tokyo, 140-0001
Tel. (03) 3441-9291, Fax. (03) 3447-7394

No. 727/ 48 01 02

This is to certify that the signature of Ayako OGAWA, official of the Ministry of Foreign Affairs, affixed to accompanying "Declaration for ARTICLE OF INCORPORATION", under the Tokyo Legal Affairs Bureau, Registration No. 166625 dated 12th September 2016 is genuine.

The Embassy assumes no responsibility for contents of the documents.

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
013
TOKYO

For Ambassador
(Theingi Aung, Counsellor)

Dated: 29th September 2016

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
4-8-26, Kita-Shinagawa, Shinagawa-Ku, Tokyo, 140-0001
Tel. (03)3441-9291, Fax. (03)3447-7394

No. 728/ 48 01 02

This is to certify that the signature of Ayako OGAWA, official of the Ministry of Foreign Affairs, affixed to accompanying "Declaration of CERTIFICATE OF ALL ENTRIES IN CURRENT REGISTRY", under the Tokyo Legal Affairs Bureau, Registration No. 166626 dated 12th September 2016 is genuine.

The Embassy assumes no responsibility for contents of the documents.

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR 013 TOKYO

29/9.

For Ambassador
(Theingi Aung, Counsellor)

Dated: 29th September 2016

Revised June 26, 2009

Articles of Incorporation

Nissin Foods Holdings Co., Ltd.

Contents

Chapter 1 General Provisions

Article 1 (Trade Name)

The trade name of the company (the "Company") shall be *Nissin Shokuhin Holdings Kabushikigaisha*, and it shall be expressed as NISSIN FOODS HOLDINGS CO., LTD. in English.

Article 2 (Purpose)

1. The purpose of the Company is to conduct the following businesses, and by holding shares or membership shares in companies (including foreign companies), partnerships (including entities in foreign countries that are equivalent to partnerships), and other business entities that correspond to these that conduct the following businesses, to control and manage the business activities of the those companies and the like.
   (1) Manufacturing and processing and sales of food, drinking water, seasonings, luxury foods and foodstuff and the like, and sales of alcoholic beverages;
   (2) Production, processing, and sales of agricultural and livestock products, forestry products, and marine products;
   (3) Manufacturing and sales of food packaging and containers;
   (4) Research and development and manufacturing and sales of equipment concerning recycling of food packaging and containers and drinking water containers and the like;
   (5) Sales of the fruits of investigations, research and development concerning food industry technologies, safety and hygiene assurance and quality assurance, and contracted investigations, research, and analytical evaluations;
   (6) Manufacturing and sales of industrial chemicals, pharmaceuticals, veterinary pharmaceuticals, quasi-pharmaceuticals, cosmetics, food additives, agricultural chemicals, feed, and fertilizers;
   (7) Manufacturing and sales of medical machinery and implements, dental machinery and implements, veterinary machinery and implements, medical materials, and dental materials;
   (8) Ordinary freight vehicle transport services, special freight vehicle transport services, freight light vehicle transport services, freight-use transport services, packaging services, customs services, and warehouse services;
   (9) Travel agent services and travel agent commission services under the Travel Agency Law;

(10) Services concerning sales, brokering, leasing, and management of real estate;
(11) Operation of golf courses and other leisure businesses and facilities related thereto;
(12) Operation of theaters and halls, and services for planning, drawing up, and implementation of all types of events and entertainment;
(13) Operation of restaurants;
(14) Services concerning advertising and promotion businesses;
(15) Securities sales, holding, and investment services;
(16) Financial services;
(17) Services concerning publishing and sales of newspapers, magazines, and books;
(18) Sales and purchasing, rentals, and leasing services for food processing machinery and facilities, air conditioning facilities and equipment (cooling and heating facilities and equipment, ventilation fans, etc.), elevator equipment (elevators, escalators, etc.), freezers, kitchen appliances, showcases, office machinery and appliances, electronic machinery and appliances for household use, precision machinery and appliances (microscopes, weighing and measuring instruments, etc.), automatic vending machines, transportation machinery and appliances (automobiles, aircraft, etc.), communications equipment (cellular telephones, facsimile machines, etc.), toys (dolls, game boards, etc.), office goods (ballpoint pens, note paper, etc.), articles for daily use and sundry goods (clothing, furniture, etc.), cooking implements, utensils (ceramics, lunchboxes, etc.), cigarettes, jewelry, and artwork;
(19) Development, sales, acquisitions and use of intangible property rights such as copyrights and industrial property, know-how, systems engineering and other software;
(20) Information provision services concerning foods;
(21) Provision, sales, and marketing of medical information;
(22) Planning, design, supervision, contracting, and consulting for construction work;
(23) Operation of convenience stores and super stores;
(24) Non-life insurance agency services, insurance agency services under the Automobile Liability Security Law, and life insurance intermediation services;
(25) Temporary custody of articles;
(26) Frozen foodstuff services and cold storage services;
(27) Temporary staffing services;

(28) All businesses that are incidental and related to each of the preceding items.

2. Management consulting services for group companies, and acquisition, maintenance, management, licensing for use, and assignment services for patent rights, utility model rights, design rights, trademark rights, know-how and the like, and all businesses that are incidental or related to these.

Article 3 (Head Office Location)

The Company shall have its head office in the city of Osaka.

Article 4 (Method of Public Notice)

The Company's public notices shall be made by electronic public notice, provided that if an incident occurs due to which it is impossible to make an electronic public notice of the Company or another unavoidable cause occurs, posting will be made in the *Nihon Keizai Shimbun*.

Chapter 2 Shares

Article 5 (Total Number of Authorized Shares)

The total number of shares authorized to be issued by the Company shall be five hundred million shares.

Article 6 (Acquisition of Own Shares)

Pursuant to the provisions of Article 165(2) of the Companies Act, by resolution of the board of directors the Company may acquire its own shares through market transactions and the like as provided in paragraph 1 of said same Article.

Article 7 (Share Unit)

The Company's share unit shall be one hundred shares.

Article 8 (Rights in relation to Shares of Less Than One Unit)

The Company's shareholders may not exercise rights other than the rights listed in the following items with respect to shares held that are less than one unit.

(1) The rights listed in each item of Article 189(2) of the Companies Act;

(2) The right to make a demand pursuant to Article 166(1) of the Companies Act;

(3) The right to receive the allotment of shares for subscription and the

allotment of stock warrants for subscription, according to the number of shares held by the shareholder.

(4) The rights listed in the next Article.

Article 9 (Demand for Sale of Shares Less Than One Unit)

Pursuant to the Share Handling Rules, the Company's shareholders who possess shares less than one unit may demand the sale of the number of shares that, together with those shares of less than one unit, will constitute one share unit.

Article 10 (Record Date)

1. The Company shall determine those shareholders with voting rights who are recorded in the final shareholder registry of the Company as of March 31 of each year to be shareholders who may exercise voting rights at the ordinary general meeting of shareholders for the business year.
2. In addition to the provisions of the preceding paragraph, if necessary, the Company may determine an extraordinary record date by a resolution of the board of directors and upon giving prior public notice.

Article 11 (Administrator of Shareholder Registry)

1. The Company shall assign an administrator of the shareholder registry.
2. The administrator of the shareholder registry and the place where the administration is to be conducted shall be determined by a resolution of the board of directors, and public notice shall be made thereof.
3. The Company shall cause the administrator of the shareholder registry to handling the work of preparing and keeping of the Company's shareholder registry and stock warrant registry and other administrative work concerning the Company's shares, and this shall not be handled by the Company.

Article 12 (Share Handling Rules)

In addition to laws and regulations or these Articles of Incorporation, handling and fees concerning the Company's shares, as well as procedures for the exercise of shareholder rights such as shareholder proposal rights, shall be pursuant to the Share Handling Rules that are prescribed by the board of directors.

Chapter 3 General Meeting of Shareholders

Article 13 (Convocation of General Meeting)

The ordinary general meeting of shareholders shall be convened within three months from April 1 of each year, and an extraordinary general meeting of shareholders shall be convened as necessary.

Article 14 (Place of General Meeting)

The general meeting of shareholders shall be held in Osaka prefecture.

Article 15 (Convener of General Meeting)

Except where otherwise provided for by laws or regulations, the Director/President shall convene the general meeting of shareholders.

Article 16 (Chairman of General Meeting)

1. The Director/President shall act as chairman of the general meeting of shareholders.
2. If the Director/President cannot attend the meeting, another Director shall convene the general meeting of shareholders and act as Chairman in accordance with the order determined in advance by the board of directors.
3. The Chairman shall maintain the order of and organize the business of the general meeting of shareholders.

Article 17 (Internet Disclosure of General Meeting of Shareholder Reference Documents)

In accordance with the provisions of Ordinance of Ministry of Justice, upon convening a general meeting of shareholders, the Company may disclose through the internet information that is related to matters that should be stated or indicated in reference materials for the general meeting of shareholders, business reports, financial statements, and consolidated financial statements.

Article 18 (Method of Resolution)

1. Except where otherwise provided for by laws and regulations or by these Articles of Incorporation, resolutions of the general meeting of shareholders shall be adopted by a majority of the voting rights of the shareholders present who may exercise voting rights.
2. Except where otherwise provided for by these Articles of Incorporation, the resolutions set forth by Article 309(2) of the Companies Act shall be adopted by two-thirds of the voting rights of the shareholders present, who shall hold at least

one-third of the voting rights of the shareholders entitled to vote at the general meeting of shareholders.

Article 19 (Proxy Voting)

1. A shareholder may exercise its voting rights by making one other shareholder who has voting rights in the Company act as proxy.
2. The shareholder or the proxy shall submit to the Company a document certifying proxy rights at each general meeting of shareholders.

Article 20 (Minutes)

Minutes of the general meeting of shareholders shall be prepared as a written document or electronic recording, as provided for by laws and regulations.

Chapter 4 Directors and Board of Directors

Article 21 (Number of Directors)

The Company shall have no more than fifteen directors.

Article 22 (Method of Election)

1. Directors shall be elected by resolution of a general meeting of shareholders.
2. A resolution to elect a director shall be adopted by a majority of the voting rights of the shareholders present, who shall hold at least one-third of the voting rights that may be exercised.
3. Resolutions to elect directors shall not be by cumulative vote.

Article 23 (Method of Dismissal)

1. Directors may be dismissed by resolution of a general meeting of shareholders.
2. A resolution to dismiss a director shall be adopted by a majority of the voting rights of the shareholders present, who shall hold at least one-third of the voting rights that may be exercised.

Article 24 (Term of Office)

The term of office of directors shall be until the conclusion of the ordinary general meeting of shareholders for the last business year ending within one year after their election.

Article 25 (Establishment of Board of Directors)

The Company shall have a board of directors.

Article 26 (Representative Director and Titled Directors)

1. The board of directors may, by its resolution, appoint one Director/Chairman, one Director/Vice-chairman, and one Director/President, and several Director/Vice-presidents, Senior Managing Directors, and Managing Directors.
2. The board of directors shall, by its resolution, appoint a representative director from among the directors with titles.

Article 27 (Convener and Chairman of Board of Directors)

1. The directors shall form the board of directors, and they shall deliberate and decide important operations.
2. Except where otherwise set forth in laws and regulations, the Director/Chairman shall convene and chair the board of directors.
3. If the Director/Chairman does not exist or cannot attend the meeting, another director shall, in accordance with the order determined in advance by the board of directors, convene the board of directors and act as chairman.

Article 28 (Notice to Convene Board of Directors)

1. Notice to convene the board of directors shall be sent to each director and each auditor no later than three days before the day of the board of directors' meeting, provided that this period may be shortened if there is an urgent necessity.
2. If all of the directors and auditors consent, a meeting of the board of directors may be held without undergoing the procedures to convene the meeting.

Article 29 (Board of Directors Method of Resolution)

1. Resolutions of the board of directors shall be adopted by a majority of the directors present at a meeting that is attended by a majority of the directors who may participate in the resolution.
2. If all of the directors (limited to the directors who may participate in the resolution for the matters to be resolved) have indicated their consent to the relevant matters to be resolved in writing or by electronic record, the Company shall deem a resolution of the board of directors to have been adopted for the relevant matters to be resolved, provided that this shall not apply if an auditor has voiced an objection to the relevant matters to be resolved.

Article 30 (Board of Directors Meeting Minutes)

1. Minutes for meetings of the board of directors shall be prepared in writing or by electronic record pursuant to the provisions of laws and regulations, to which the directors and auditors present shall sign their names and/or affix their seals, or affix their digital signatures.
2. Minutes for resolutions adopted pursuant to paragraph 2 of the preceding Article shall be prepared in writing or by electronic record pursuant to the provisions of laws and regulations.

Article 31 (Remuneration)

Material benefits received by directors from the Company as consideration for the execution of duties such as remuneration, bonuses, and the like (hereinafter "Remuneration") shall be determined by resolution of a general meeting of shareholders.

Article 32 (Advisers and Consultants)

1. Several advisers and consultants may be appointed by resolution of the board of directors.
2. Advisers and consultants shall answer inquiries made by the Director/President and state their opinions.

Article 33 (Agreements with Outside Directors to Limit Liability)

Pursuant to Article 427(1) of the Companies Act, the Company may enter into agreements with outside directors that limit the compensatory liability of Article 423(1) of said Act, provided that the maximum amount of the compensatory liability under said agreements shall be the higher of either an amount that is at least ¥10 million that is determined in advance, or the amount prescribed by laws or regulations.

Chapter 5 Auditors and Board of Auditors

Article 34 (Company Auditors and Establishment of Board of Company Auditors)

The Company shall have company auditors and a board of auditors.

Article 35 (Number of Company Auditors)

The Company shall have no more than four company auditors.

Article 36 (Method of Election)

1. Auditors shall be elected by resolution of a general meeting of shareholders.
2. A resolution to elect an auditor shall be adopted by a majority of the voting rights of the shareholders present, who shall hold at least one-third of the voting rights that may be exercised.

Article 37 (Election of Substitute Auditors)

1. Pursuant to the provisions of Article 329(2) of the Companies Act, the Company may elect substitute auditors in advance at a general meeting of shareholders (hereinafter an "Advance Election") by way of precaution against cases where there is a shortfall in the number of auditors.
2. An Advance Election resolution for a substitute auditor shall be adopted by a majority of the voting rights of the shareholders present, who shall hold at least one-third of the shareholders' voting rights that may be exercised.

Article 38 (Effective Term for Substitute Auditor Advance Election Resolutions)

The effective term for an Advance Election resolution for a substitute auditor as provided for in the preceding Article shall be until the commencement of the ordinary general meeting of shareholders for the last business year ending within two years after the relevant resolution.

Article 39 (Term of Office)

The term of office of company auditors shall be until the conclusion of the ordinary general meeting of shareholders for the last business year ending within four years after their election.

Article 40 (Full-Time Auditors)

The board of auditors shall appoint full-time company auditors from among the company auditors.

Article 41 (Board of Company Auditors)

1. The board of company auditors shall be composed of the auditors.
2. In addition to the authority set forth in laws and regulations, the board of company auditors shall determine matters concerning the execution of duties by auditors,

provided that the exercise of authority by auditors may not be hindered.

Article 42 (Notice to Convene Board of Company Auditors)

1. Notice to convene the board of company auditors shall be sent to each company auditor no later than three days before the day of the board of company auditors' meeting, provided that this period may be shortened if there is an urgent necessity.
2. If all of the company auditors consent, a meeting of the board of company auditors may be held without undergoing the procedures to convene the meeting.

Article 43 (Board of Company Auditors Method of Resolution)

Unless otherwise provided for by laws or regulations, resolutions of the board of auditors shall be adopted by a majority of the auditors.

Article 44 (Board of Auditors Meeting Minutes)

Minutes for meetings of the board of company auditors shall be prepared in writing or by electronic record pursuant to the provisions of laws and regulations, to which the auditors present shall sign their names and/or affix their seals, or affix their digital signatures.

Article 45 (Remuneration)

The auditors' Remuneration shall be determined by resolution of a general meeting of shareholders.

Article 46 (Agreements with Outside Company Auditors to Limit Liability)

Pursuant to Article 427(1) of the Companies Act, the Company may enter into agreements with outside company auditors that limits the compensatory liability of Article 423(1) of said Act, provided that the maximum amount of the compensatory liability under said agreements shall be the higher of either an amount that is at least ¥10 million that is determined in advance, or the amount prescribed by laws or regulations.

Chapter 6 Accounting Auditors

Article 47 (Establishment of Accounting Auditors)

The Company shall have accounting auditors.

Article 48 (Method of Election)
Accounting auditors shall be elected by resolution of a general meeting of shareholders.

Article 49 (Term of Office)

1. The term of office of accounting auditors shall be until the conclusion of the ordinary general meeting of shareholders for the last business year ending within one year after their election.
2. Unless otherwise resolved at an ordinary general meeting of shareholders set forth in the preceding paragraph, accounting auditors shall be deemed to have been reelected at the relevant ordinary general meeting of shareholders.

Article 50 (Remuneration)
The Representative Director shall determine the accounting auditors' Remuneration with the consent of the board of company auditors.

Chapter 7 Accounting

Article 51 (Business Year)
The Company's business year shall be for one year from April 1 of each year to March 31 of the following year.

Article 52 (Dividends of Surplus)
Dividends paid out of a surplus shall be distributed to the shareholders or registered pledgees of shares who are recorded in the final shareholder registry of the Company as of March 31 of each year.

Article 53 (Interim Dividends)
Pursuant to a resolution of the board of directors, the Company may distribute an interim dividend (meaning a cash distribution pursuant to the provisions of Article 454(5) of the Companies Act; hereinafter the same) to the shareholders or registered pledgees of shares who are recorded in the final shareholder registry of the Company as of September 30 of each year.

Article 54 (Exemption from Duty to Pay Dividends of Surplus)
The Company shall be excused from the duty to pay dividends out of surplus and interim dividends if receipt is not taken after a full three years have elapsed from the day that payments commenced.

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သင်းဖွဲ့ စည်းမျဉ်းများ

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THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memoraoum of Association

AND

Articles Of Association

OF

SAR TAW KAL NISSIN COMPANY LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

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သင်းဖွဲ့မှတ်တမ်း

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၁။ **ကုမ္ပဏီ၏ အမည်သည် စားတော်ကဲ နစ်ဆင်န် ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။**

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် USD 7,083,333/- (သန်း ခုနစ်ဆယ်နှင့် ရှစ်သောင်း သုံးထောင် သုံးရာသုံးဆယ့်သုံး အမေရိကန်ဒေါ်လာ တိတိ) ဖြစ်၍ အမေရိကန် ဒေါ်လာ 1/-(တစ်ဒေါ်လာ တိတိ) တန် အစုရှယ်ယာပေါင်း (7,083,333) ခွဲထားပါသည်။

ကုမ္ပဏီ၏ရင်းနှီးငွေကိုကုမ္ပဏီ၏စည်းမျဉ်းများနှင်လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေ ထွေပြဌာန်းချက်များနှင့် အညီ သင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၆။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ

(က) အသင့်စားခေါက်ဆွဲ ထုတ်လုပ်ခြင်းနှင့် ဖြန့်ဖြူးရောင်းချခြင်း လုပ်ငန်း

(ခ) MIC ခွင့်ပြုမိန့် ရရှိသည့် အခြားသော လုပ်ငန်းများ

၇။ ကုမ္ပဏီမှသင့်တော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေးအဖွဲ့အစည်း ထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖေါ်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရား ဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှ အပ အခြား လုပ်ငန်း များကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင်ပြည်ထောင်စု သမ္မတ မြန်မာ နိုင်ငံတော်တွင်း၌ အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက် မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာ စုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေး ထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏အမည် အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသောအစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြ ရန်သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာ နှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာဦးရေ	ထိုးမြဲလက်မှတ်
၁။	လူဗီးယား လီမိတက် ကိုယ်စားပြုသူ ဦးကိုကိုကြီး (ခ) ဦးစိုးနိုင်	မြန်မာ ၁၂/ကတတ(နိုင်)၀၁၂၂၄၃	6,021,541	
၂။	Nissin Food Holding Limited Represented by: Eigo Ogiwara	Japan TZ 0538614	1,061,792	

ရန်ကုန်။ နေ့စွဲ ၊ ၂၀ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင်
လက်မှတ်ရေးထိုးကြပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

စားတော်ကဲ နစ်ဆင်န် ကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့်စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၁၇ (၂) တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင်အရေအတွက်ကို ငါးဆယ် အထိသာ ကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက် ငွေထည့်ဝင်ရန် အများပြည်သူတို့အားကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ် ထားသည်။

မ, တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် အမေရိကန်ဒေါ်လာ ၇,၀၈၃,၃၃၃/- (သန်း ခုနစ်ဆယ်နှင့် ရှစ်သောင်း သုံးထောင် သုံးရာသုံးဆယ့် သုံး အမေရိကန်ဒေါ်လာ တိတိ) ဖြစ်၍ အမေရိကန် ဒေါ်လာ 1/- (တစ်ဒေါ်လာ တိတိ) တန် အစုရှယ်ယာပေါင်း (7,083,333) ခွဲထားပါသည်။

ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်းချက် များနှင့် အညီ အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာ များ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင်ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအားသတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြားပုဂ္ဂိုလ် များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည် အသစ်ပြုလုပ် ပေးမှုကိုသော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက် အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်း ထုတ်ပေး နိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှု တစ်ခုအတွက်အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ်ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၅) ဦးထက်မနည်း (၆) ဦးထက်မများစေရ။

ပထမဒါရိုက်တာများသည်-

(၁) ဒေါ်အေးစန္ဒာလွင်
(၂) Mr. Lim Chong Chong
(၃) Mr. Hiroyuki Arai
(၄) Mr. Eigo Ogiwara
(၅) Mr. Stanley Kyaw Khaing

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဉာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံး ကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန်လိုအပ်သောအရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-) စုကို ပိုင်ဆိုင်ခြင်း ဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ပါပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့်အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး၊ ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေ သတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ထားပါက ရှယ်ယာ ပိုင်ဆိုင်သူ တစ်ဦးချင်းစီမှ ဒါရိုက်တာ တစ်ဦးစီ စုစုပေါင်း ဒါရိုက်တာနှစ်ဦး တက်ရောက် လျှင် အစည်းအဝေး ထမြောက်ရမည်။ မည်သည့်ကိစ္စများကို မဆိုမဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည်ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲပေး၍ ဆုံးဖြတ်ခွင့် မရှိပါ။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေးခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက် တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်း ပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံးအတွက်အကျိုး သက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ(က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများရှိရမည်ဟု အတိအလင်း ထုတ်ဖော် ကြေညာသည်။ အာဏာဆိုသည်မှာ-

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန် အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို ဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီက ပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ၊ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကိုပြုလုပ်ရန်။

(၂) သင့်လျော်သော စည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကို ချေးငှားရန် သို့မဟုတ် အဆိုပါ ချေးငှားသောငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံးသို့မဟုတ် တစ်စိတ်တစ်ဒေသအပေါင်ပြု၍ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီ ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါအစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့်ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသောအစုရှယ်ယာများအနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသောအာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါဝင် ဤကုမ္ပဏီ၏ပစ္စည်းအားလုံးသို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ ထိုကဲ့သို့ မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီး စီးအောင် ဆောင်ရွက် စေခြင်း အလို့ငှာ ခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း၊ သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍သော်လည်းကောင်း၊ ခွင့်ပြုရန် သို့မဟုတ်သင့်တော်သည့် အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များ နှင့် ဝန်ထမ်းများကို အမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက် ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက် လည်းကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏ တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း၊ သင့်တော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စရပ်များ အတွက် ကုမ္ပဏီ ၏ မည်သည့်အရာရှိကို မဆို ကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကို ဖြစ်စေ ဒါရိုက်တာများ၏ ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်းဒါရိုက်တာ၊ အထွေထွေမန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့်အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသော စည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီ ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့် ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည့်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကို မဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ်အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့် ပတ်သက်၍ ပေးဆပ်ရန်အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ မပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသော တောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ်ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်း နှင့် အခြားသောနည်းဖြင့် စွန့်လွှတ်ခြင်းများကို မပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီမဆက်နိုင်ခြင်းကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့် စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ ကိုယ်စားမည်သူက လက်မှတ်ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော်လျောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလောအသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီအကျိုးအတွက် ငွေကြေးစိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြားပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်၊ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောထားတူညီထားသည့် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီက ခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျ ဆောင်ရွက်ခဲ့သည့် လုပ်ငန်းသို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေအမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါ ကော်မရှင်များ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏ လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင်ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ်ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကို လည်းကောင်း ၎င်းတို့နှင့်စပ်လျဉ်းသော ကိစ္စရပ်များကို လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကို ဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေးကြီးကို ကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင်အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင် အခြားနည်းသတ်မှတ်ပြဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေး အထမြောက်သည့် ဦးရေဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင် အစုအရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေးအထမြောက်သည့် ဦးရေဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင် အစုရှင်အတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏ မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှ အပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူ ပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများက ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားသုံးစရိတ်များကဲ့သို့သော ဥာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၄င်းသတ်မှတ်ချက်များ ကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအား တာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့် အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၄င်းရငွေ၊ သုံးငွေများဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့်ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၄င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်းစည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၄င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှ တစ်ဆင့် လိပ်မူပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာ ထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှ တစ်ပါး၊ ထို့အပြင်အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆(ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲ ဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိတစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ ဖြစ်စေ ကျခံခဲ့ရသည့် စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအားဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲ ထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာ စုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေး ထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့ စည်းမျဉ်း အရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏အမည် အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသောအစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြ ရန်သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာ နှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာဦးရေ	ထိုးမြဲလက်မှတ်
၁။	လူဗီးယား လီမိတက် ကိုယ်စားပြုသူ ဦးကိုကိုကြီး(ခ) ဦးစိုးနိုင်	မြန်မာ ၁၂/ကတတ(နိုင်)၀၁၂၂၄၃	6,021,541	
၂။	Nissin Food Holding Limited Represented by: Eigo Ogiwara	Japan TZ 0538614	1,061,792	

ရန်ကုန်။ နေ့စွဲ ၊ ၂၀ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင်

လက်မှတ်ရေးထိုးကြပါသည်။

DRAFT ONLY

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

SAR TAW KAL NISSIN COMPANY LIMITED

❖❖❖❖❖❖❖

I. The name of the Company is “**SAR TAW KAL NISSIN COMPANY LIMITED”.**

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is USD 7,083,333/- (**seven million, eighty three thousand, three hundred and thirty three USD Only**) divided into (**7,083,333**) shares of US$ **1**/**-** (One USD Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

(6) The objective for which the Company is established are-

(a) Manufacturing and Distribution of Instant Noodle Products

(b) other objectives approved by MIC permit

(7) To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manner that the Company thinks fit.

PROVISO:- *Provide that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and then only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.*

We, the several persons, whose names, nationality, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N. R. C. No.	Number of Shares taken	Signatures
1.	Lluvia Limited Represented by: U Ko Ko Gyi @ U Soe Naing	Myanmar 12/ Ka Ta Ta (Naing) 012243	6,021,541	
2.	Nissin Food Holding Company Limited Represented by: Eigo Ogiwara	Japan Passport No. TZ 0538614	1,061,792	

Yangon Dated the day of , 2016.

It is hereby certified that the persons mentioned above put their signatures in my presence.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

OF

SAR TAW KAL NISSIN COMPANY LIMITED

❖❖❖❖❖❖❖

1. The regulation contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulation which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-

(a) The number of members of the Company, exclusive of persons who are in the employment the Company, shall be limited to fifty.

(b) Any invitation to the public to subscribe for any share or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is USD 7,083,333/- (**seven million, eighty three thousand, three hundred and thirty three USD Only**) divided into (**7,083,333**) shares of US$ **1**/**-** (One USD Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (5) and not more than (6).

The First Directors shall be:-
(1) Daw Aye Sandar Lwin
(2) Mr. Lim Chong Chong
(3) Mr. Hiroyuki Arai
(4) Mr. Eigo Ogiwara
(5) Mr. Stanley Kyaw Khaing

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such term and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the dispatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two directors from each shareholder shall form a quorum. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall not have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors of shall be as effective for all purpose as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWER AND DUTIES OF DIRECTOR

14. Without prejudice to the general power conferred by Regulation 71 of the Table “A” of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired of services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfillment of any contract or engagement entered into by the Company by mortgage or charge upon all or any or the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents, and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Department Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares of any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purpose and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceeding by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with the money of the Company, not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Directors or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members or the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of matter aforesaid or otherwise for the purpose of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen month after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provide Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall from a quorum for all purposes. And if and when in case of there are only two number of members in the Company, those two members shall from a quorum.

DIVIDENDS

16. The Company in general meeting may declare a divide to be paid to the members, but no divided shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office established and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-
    (1) All sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;
    (2) All sales and purchases of goods by the Company;
    (3) All assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86(C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

We, the several persons, whose names, nationality, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N. R. C. No.	Number of Shares taken	Signatures
1.	Lluvia Limited Represented by: U Ko Ko Gyi @ U Soe Naing	Myanmar 12/ Ka Ta Ta (Naing) 012243	6,021,541	
2.	Nissin Food Holding Company Limited Represented by: Eigo Ogiwara	Japan Passport No. TZ0538614	1,061,792	

Yangon Dated the day of , 2016.

It is hereby certified that the persons mentioned above put their signatures in my presence.